

App. F. IX-4

1947-48.

File No. 44-46

Previous References.

171/E.B.

(Eleet.)

Serial Nos. 3, 4, 5, 6, 7, 8, 12

14, 15, 15(a), 19, 24, 26,

28, 30, 31, 33, 34,

38, 39, 41, 42, 43, 44

45,

Later References.

Eleet 141-48 (1-2)

GENERAL AND REVENUE SECRETARIAT

Serial Nos. Twenty five

Part B for March 1948.

SUBJECT

Jog Falls Hydro-Electric Scheme - Supply of electricity to
the Ceded Districts in the Madras Presidency - Agreement.

No E.D.S. 3099

Dated 22nd March 1948.

To

The Chief Electrical Engineer.

Forwards a Copy of the Completed agreement for power supply to
Ceded Districts received from the Government India, for
information and record in his office.

Meiso No E.D.S. 3100

Dated 22nd March 1948.

To

The Auditor, Electrical Department.

Forwards a Copy of letter (with a Copy of agreement) for
information

11/6/48

Letter N. R. F. 2.1-1.5 for station the
 the 1.5 year the secret to the
 the station in the case

the 1.5 year the secret to the
 the station in the case

1) For perusal. The B.G.B. has been asked
 to report

Minister for P.W. & G.
 Bureau

1) Dtd. K. B. J.

21/7/45

3) Dtd. L. S.

13/7/45

4) Dtd. N. M. 18/7/45

5) Dtd. K. B. J. 19/7/45

the 1.5 year the secret to the
 the station in the case

b) The B.G.B. has given the terms and
 conditions under which power supply could
 be arranged to the needed districts from
 the Jog Power Station and states that
 power could be supplied from the early
 part of 1948, as the supply involves
 conversion of the Davangere area to 50
 cycles which cannot be

done earlier.

7) Submitted for orders

8) A draft reply to Residency may be ~~forwarded~~ ^{for prep} specifying the terms & conditions as set forth by the C.S.

9) ~~of same date~~ ^{26/7}

10) A draft is put up for consideration

11) ^{26/7/45} Secretary

12) C.B.B. has submitted terms & conditions on which power could be supplied to the Ceded Districts, at Ujjaini, at the Mysore border. On hearing of the approval of the Madras Govt, a draft agreement will be forwarded for their acceptance.

Min P.W. & Dewan) Draft, put up, to the Resi may be approved.

KJ 18/8/45

13) 11/8/45

14/8/45

OFFICE OF THE MINISTER
FOR PUBLIC-WORKS
4 AUG. 1945
NO. 1137

DEWAN'S OFFICE
14. AUG. 1945
NO. 918

15) The financial implications of the proposal are not very clear. The papers may be sent to the Finance for remarks.

Fin Secy) KJ 16/23/8/45
wlc

16/8/45

1163

11/11/92

no. 1163

17) I would be obliged if previous papers on this subject & also the old files relating to sale of Power to Madras Pres (old files) ~~are sent for study~~ are sent for study.

18) ^B ₂₄₋₈ file relating to ^{KW 26 8/15-8} Power supply to Mettur is put up. That relating to Kollegal is with Mr P.W. There are ^{KW 29 8/15} no other previous papers in this subject.

13/14

22/12

19) The papers enclosed do not contain any statement (abstract) of the expenditure involved in the construction of the transmission line up to our border, nor is any statement of the maintenance expenditure to be incurred on the above and of the depreciation charges put up. Also, no statement is enclosed as to the basis on which the rates are proposed and what the revenue will be at different stages. As it was stated that the matter was very urgent, I had an ~~information~~ discussion with the Chief Electrical Engineer. I note below the financial implications of the scheme as gathered during the discussion. I would wish, however, that definite statements re: the above may be obtained from the C.E.E. and checked up.

20) The C.E.E. told me that our portion of the cost of the proposed transmission line will be about Rs.16 lak

4
 Gop Falls Hydro-Electric scheme - Supply of
 Electricity to the Isolated Dts. in
 the Madras Presidency

Rs 16 lakhs, but he stated that this cost is composed of
 (1) Transmission line from Davanagere to Ujjaini via
 Jagalur; (this transmission line will be independent
 of the present line feeding Jagalur), and (2) the cost
 incurred for stepping down the voltage ~~from~~ 110 to 66 KV
 and for changing the cycles of the transmission line
 between Davanagere and Bhadravati to 50 cycles. The
 figures of costs given by the C.E.E. are stated to be
 rough.

21) He said that the power will be delivered at our
 border and the question therefore of application of the
 Madras Electricity Act and exemptions thereunder ~~do not~~
 arise. Payments will be made, it is presumed, on the
 basis of meter readings at Ujjaini. There will also be
 no question of taxation as the power is delivered to them
 in our State and payment obtained there. The C.E.E. how-
 ever states that as a measure of abundant precaution,
 provision will be made in the agreement that tax if any
 to be paid by the Mysore Government would have to be
 reimbursed to them by the Madras Government and that the
 Mysore Government is not to be subjected to any penalty
 for interruptions caused ^{beyond} to our control.

22) Revenue returns and financial prospects.-

Regarding the revenue return the C.E.E. states that
 power will be paid for at rates suggested by him subject,
 however, to a minimum of 10% on the capital. For this
 purpose he takes the capital at Rs.16 lakhs which includes
 as already stated the necessary additions and conversions
 of the line from Bhadravati to Davanagere. In order,
 however

4
Halls Hydro-electric scheme - 3' is a
electricity to the needed Sts. in
the Madras Presidency -

Dewan's Office

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of

Page

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however

*The following is the ...
of electricity to the ...
in the Madras ...*

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Secretariat

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however, not to create complications, the Madras Government may be told that we expect to incur an expenditure of Rs.16 lakhs, but it may be more or it may be less and, in any event, a minimum return of Rs.1,60,000/- per year has to be guaranteed, i.e., the guaranteed return should have no reference to the actual capital. ^{since it} ~~Because~~ it will be a moot point as to what exactly the capital on this work would be and what portion of the capital of Jog Scheme and what portion of the capital of the Bhadravati - Davanagere line has to be debited to this estimate and this may lead also to disputes.

23) After all a return of 10% on capital is not much. About 2½% will go for maintenance and about 2½% for depreciation and the net return will therefore be only about 5%. As the Madras Government has guaranteed taking the power only till 1952 we will get a net 5% return on capital only for about 7 years. If it ~~was~~ ^{were} a case of dismantling the line at the end of the period, the proposition would involve a loss, but a break up is not contemplated and the line is proposed to be retained to serve to feed Mysore State in case of any breakdown here, Vide clause (c) of the Madras Government letter dated 25th June 1945 which makes this position clear.

" (c) As it is expected that Tungabhadra Hydro-Electric power house will commence operation around 1952, power from Mysore will be taken till then. Thereafter supply may be stopped, but the transmission line from the Davanagere to Ujjaini may be left to function as a tie line between the Jog and the Tungabhadra Power Systems to their mutual advantage with no minimum guarantee of revenue."

File No. H 120 - ~~Electricity~~ ^{Supply of Electricity} to the located
Districts in the Madras Presidency.

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No.

24) Further, the C.E.E. states that if they take a load above 2000 H.P. ~~and when this happens,~~ ^{also} the return will be more than 10%. Perhaps [^] they may take the power for a longer period and we may get handsome returns when they take more than 2000 H.P. But these are anticipations.

25) I requested the C.E.E. to work out the return in another manner, namely, the cost of power delivered at Bhadravati and adding to this interest on capital cost of the transmission line between Bhadravati to Davanagere and on to Ujjaini, the maintenance expenditure on the above and the cost of depreciation and adding all these what the return for us should be and how the rates worked out by him compare. He says even so a net return of Rs.30,000 per annum ^{after allowing an interest of 5% on capital} may be anticipated. He worked [^] out the figures roughly.

26) Another reason why the C.E.E. suggests the acceptance of the scheme is that when the second stage of Jog is taken up, it is desirable to book loads like the above in advance, especially loads which are terminable after certain period during which we can develop the demand locally. From this point of view, the proposals are to be viewed with favour.

27) As the letter of the Government of Madras is pending reply and ^{unless} ~~and~~ negotiations are started

(A)

D. No. 121

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they may think we are not in favour of giving the power. We may perhaps agree to supply the necessary power subject to the terms, rates and other conditions being fixed up and for this purpose, I would suggest the desirability of their Chief Electrical Engineer having a preliminary discussion with the Minister in charge. In the meanwhile we may get all the requisite information from the C.E.E. & get the figures given informally checked up.

Min P.W.
&
Dewan

W/rt minutes dated 16⁸/₄₅

K/ 11⁹/₄₅

~~When the second
part of the scheme
is completed, it will~~

29) Sir Henry Howard was consulted

this morning and he agreed that though the proposed contract may last only 10 years a sort of permanent arrangement

in the way of taking power by ^{specified} ~~hydraulic~~ for certain periods in the year every

year, may be considered. The Chief Elec Engr Mambas may be requested

to meet the Min P.W. & C.E.E. to come to a suitable agreement, on a long term

or permanent basis, so that this state would not be put to a loss financially. Details

as required by the Fin Sec, will be ^{be asked to be} worked up by the C.E.E. in the meanwhile.

K/ 12⁹/₄₅

WD 04155-GPB-55,000-23-10-41

30) A. May be done immediately

31) K/ 18⁹/₄₅ 13⁹/₄₅

OFFICE OF THE MINISTER

FOR PUBLIC WORKS

NOTE - Cont. Sheet.

13 SEP 1945

No. 2127

to be addressed re. the financial aspects

No. 1314
25. 2. 12

det. t. t. & b. b.
addressed issued
to Mr. E. D. 6333/18⁹/₄₅

... to the ...
... to the ...
... in the ...

File No. D. 121/428

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32) Letter to the ... issued and file
... for submission to Dewan.

2/8/9

33) $\frac{18}{18/9}$

34) Dewan) $\frac{19}{45}$

22/9/45

DEWAN'S OFFICE

24. SEP. 1945

NO. 186/

35) A letter may be addressed to
the Residency suggesting that M.C.E.
of Nagpur might be requested to
visit Bangalore for a personal discussion exchange of views
of the subject with representatives of the
Hydrabad Govt with a view to arriving
at a common understanding so that suitable
proposals may be formulated

24

36) $\frac{24}{45}$

37) Submitted with a draft letter to the
Residency.

24/9

38) Draft to Resi³
Min^r P.W.) may be approved.

$\frac{24}{45}$

39)

26/9/45

40) $\frac{26}{45}$

OFFICE OF THE MINISTER
FOR PUBLIC WORKS

25 SEP 1945

NO. 2424

... 26/9/45

Letter No. 5187 dated the 27th September 1945 from the Chief Electrical Engineer. States that the information regarding the financial implications of the scheme has already been furnished.

41) In the meanwhile as per the orders of the Dewan, the Govt. of Madras have been requested through the Residency to depute their Chief Engineer for Electricity, Madras for a personal exchange of views on the subject with the representatives of this Govt. The results of this discussion will, however be awaited.

10/28/45

42) Yes

10/29/45

Letter No. H.F. 371-45/101 dated the 11th October 1945 from the Secretary to the Hon'ble the Resident in Mysore.

2) Forward a copy of letter dated 15th October 1945 received from the Govt. of Madras and requests to be intimate whether the date suggested for the meeting is suitable.

43) 25th October 1945 and following date day have been suggested by the Govt. of Madras. Submitted for orders.

10/26/45

gog Falls Hydro-electric Scheme -
Supply electricity to the bedded
C. F. 69] instructs in the Madras Presidency.

Continuation Sheet.
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of

Page.

140-603. 6.7

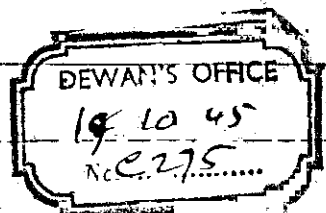
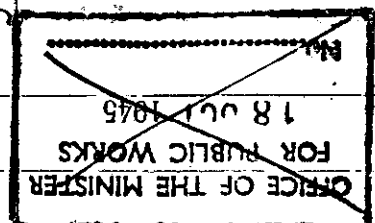
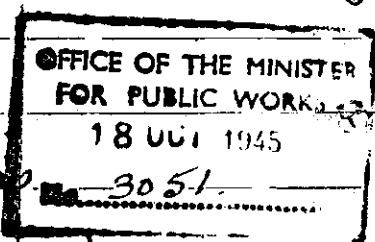
44) For perusal.

Min P.W. ⁴⁵ The ~~Madras~~ Sec^y to Govt Madras
+ Dewan has proposed 25th inst at Bangalore
as the date of meeting by their
C.E.E. ~~var~~

KM 18 ¹⁰/₄₅

46) L

18 ¹⁰/₄₅



47) M

19/10/45

48) A draft letter to the Presidency is put
up for approval Secy)

49/10
20/10

20/10/45
for
20/10

50) Done

KM 20 ¹⁰/₄₅

Issued in No. EDS. 16-17/C D/20/10/45

Letter No. 4133 dated the 29th October
1945 from the Chief Electrical Engineer.

Requests that certain changes in rates
may be communicated to the Govt. of Madras.

51) For perusal.

20/10/45
for
30.10

52) It is also ascertained that the C.E.E. has
sent an advance copy to the C.E.E. of Madras
and has also received a reply noting the
Corrections.

Secy)

53) Record at present

KM 31 ¹⁰/₄₅

31/10

Letter No. R.F. 371-45/POL dated the 13th December 1945 from the Secretary to the Hon'ble the Resident in Mysore, Bangalore forwards for acceptance a copy of the letter of the Madras Govt. in re the decisions arrived at in the Chamber of the Minister for P.W. on the 25/10/45 - 54) submitted for perusal. A copy of the agreement promised by the Govt. of Madras will be awaited. A copy of the letter of the Govt. of Madras will, if approved, be sent to the C.R. & for and his remarks, if any. Secy) 55) 15/12

WD 15/12/45
15/12/45

56) Yes

16/12/45

Issued in no. 803-1254 dated 20th December, 1945

Letter No. 17180 dated the 24/26th December 1945 from the Chief Electrical Engineer.

States that the terms may be accepted, as they are the same as those agreed to at the meeting.

57) Submitted for orders.

WD 27/12
27/12

58) The agreement promised by the Madras Govt. will be awaited.

Secy)

16/12/45

59) Yes

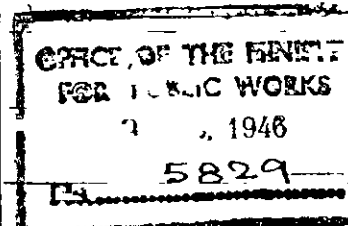
16/30/45

1632/1373

Letter No. R.F. 391-45/Pol. dated the 5th
February 1946 from the Secretary to the
Hon'ble the Resident in Mysore

forwards for acceptance a copy of
the draft agreement received from the
Govt. of Madras.

60) The G.O. will be consulted in
the matter after perusal by the Minister
for P.W.



61) Copy of ^a draft agreement
reg. supply of electricity to the
Ceded Distrs in the Madras Presid^y, proposed
by the Madras Govt, is for perusal. C.R. & Co's
views thereon will be obtained.

M in P.W.) Kw 8 ²/₄₆

63) Kw 9 ²/₄₆

64) Kw 11 ²/₄₆

65) A draft letter to the G.O. is put up for
approval.

66) Kw 12 ²/₄₆

67) Issue

Kw 12 ²/₄₆

Dated in No. E.O.S. 1790 dated 16th February 46

15/2

Serial
No.

Letter No. 23163 dated the 2nd Feb-
1946 from the Joint
Electrical Engineer.

Offers his remarks on the draft
agreement received from the Govt of
India.

68). The C.E.S. has stated as noted
below:-

Preamble:- This is suggested to the
Law Dept. for opinion.

Clause 1:- Sub-para (i): This may be
accepted

Sub-para (ii):- The C.E.S. has
suggested that the question of
payment as contemplated in
Clause 19 should not act
unfavourable to the Supplier
by the supply of additional
power required. He therefore
states that the sub-para
should be modified as noted

below:-

"In the event of the Consumer
requiring at any time a supply of
more than 4000 K.W., such additional
supply as the Supplier may agree
to afford may be made by the
Supplier to the Consumer on
terms & conditions to be mutually
agreed upon"

14

... to the ...
... the ...

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Clause 2:- The word "single" may be added between "and a" and "66 K.V." in the 2nd line on Page 2.

Clause 3:- Sub-para (i) :- This may be accepted

Sub-para (ii) :- Words "of the Consumer" to be inserted between the words "control" and "the minimum" in line 6, at the end of addition the words "without prejudice to the payment referred to under clauses 17 and 19" to be added.

Clauses 4, 5 & 6:- May be accepted.

Clause 7:- The following may be added at the end of the clause:

"The meter or meters shall be deemed to be correct if as a result of test the meter or meters are found to vary within the limits prescribed by the Indian Electricity Rules 1937 or any statutory modification thereof for the time being in force."

Clause 8:- Sub-para (i):- This may be accepted.

Sub-para (ii) He has suggested the addition of a sub-para as noted in the letter.

Clause 9:- This may be accepted.

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Clause 10:- Words "for the power supply" be added between "supplier" and "at the point of" in line 1 of this clause.

The "clause 13" referred to under lines 6 and 10 should be "clause 12".

clauses 11 & 12:- The C.E.E. is not in favour of 30 minutes interval for determining the maximum demand. He suggests that the ten minutes interval fixed in the K.E.F. agreement be adopted here also. He has accordingly modified the clauses 11 and 12 (i) & (ii) as noted in the letter.

Clause 13:- The last sentence of this clause be modified as follows to be in conformity with clauses 11 & 12.

--- "For purposes of this clause the power factor shall be that determined during any ten minute interval of any working day in the month".

He has also proposed another sub-clause as clause 13(A). This relates to the testing of the

66

the terms of the ... section ...

... section ... to the ...
... in the ...

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apparatus once every month.

clauses 14, 15 & 16:- May be accepted.

clause 17:- He suggests the addition of the
undermentioned words between
the words "supply" and "and
supplying" in line 3:-

"and installation of equipment
at Bhadravathi to effect the
said supply."

clause 18:- May be accepted.

clause 19:- Sub-para (I):- Substitute the
word "provided" in place of the
words "as soon as" occurring in line 6.

Sub-para (II):- The words
"on terms & condition" may be
added between the word "period"
and "to be" in lines 2 & 3.

clause 20:- May be accepted.

clause 21:- The G.R.E. suggests that the
arbitration clause as in the
Kollegal Agreement may be
inserted after consulting the
Law Branch.

69) The G.R.E. has forwarded a draft
agreement based on the above suggestions
and additions and alterations. The
Law Dept. may be consulted.

T)

21/5/44

28/2

27/2

Log Falls Hydro-Electric Scheme - Supply of Electricity to the Ceded Districts in the Madras Presidency.

17

General and Revenue Secretariat

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1841

Law

[App. F. III-2]

1530

Serial No.

The ag

71) For fav^r of views reg. the

proposed agreement ^{for} Power supply from the Log Works to the Ceded Districts, Madras, with the ^{slight} modifications suggested by the A.E.B.

Secy Law) Kw, 3/46.
w/c.

72) 14/10 AS 1/13
73) 1/13

75)

It appeared the Adm. Com. with committee in the first instance. mtd for action.

76)

The A.E. may be consulted as is usual in such cases.

for 4/3

Law Secy)

77)

8/13

79)

The file is herewith forwarded with complaints to the Adm. Com. for from & sending to the draft agreement.

By order

for signature

for L. G. Govt. Secy

- 80)

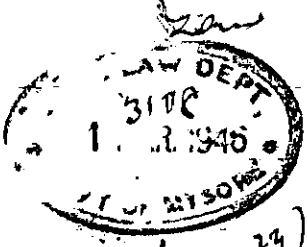
I have made slight corrections in clause 19 of the agreement. The preamble must set out the name of the person, his designation and authority, who ~~represents~~ of the person who executes the agreement on behalf of the Govt of Madras.

M. K. Srinivasan

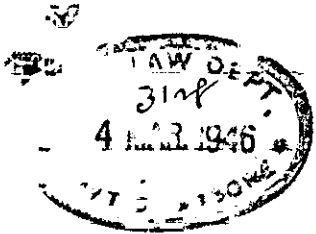
81)

8/13

8/2/46.

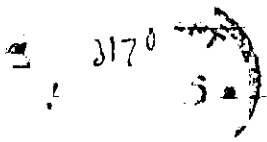


for 1/3



W. 19
5-3-46

7.00.606/45246
E. 3.46



No. 117

NOTE: Contin. Sheet

7. 6. 3. 46

(841)/Law.

Supply & power to Ceded Districts.

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subd.

82) The Advocate-General's note at para 80 is for mind perusal. It is suggested that the preamble must state the name designation and authority of the person signing on behalf of the Govt. of Madras (as is done in the last para of the agreement; submitted with reference para 71 supra.

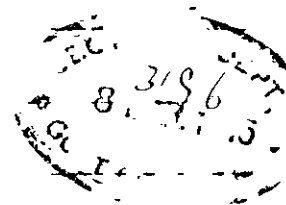
83) The change suggested by the Advocate General may perhaps be approved.

Law Secy) 84) 81/46
Rao Secy) 81/3
w.c.

85) The agreement, put up by the C.E.R. & finally approved by the Law Secy, may be approved.

Min P.W.
Dewan
Min Secy
K/8 3/46
A/ab

86) In para 17, the actual capital invested is put down at Rs. 13 lakhs as against Rs. 16 lakhs which was originally anticipated. The C.E.R. with whom I discussed this matter tells me that the Madras Commissioner discussed this with him and they agreed that the capital to be charged should be that figure which represents the actual expenditure incurred for providing power near Ujjaini and so 13 lakhs was put



Supply of electricity to the Ceded Districts
in the Madras Presidency.

19

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U.O. 5769
7c.

up. As the minimum revenue we would get depends upon the capital noted in this clause, I think that the clause may be suitably altered so as to put in actual expenditure instead of a very rough figure.

87) The next point is that according to the present agreement, the monthly minimum that Madras would have to pay is based on clause 12(2) and any difference between this and the amount to be paid under Clause 17 will be made up only at the 8th year. This is not satisfactory. I think it is better that we insist upon the monthly minimum being not less than $1/96$ of the capital at charge as amplified in para. 17.

88) In clause 21, it is stated that if there is any dispute, it is to be referred to a single arbitrator to be mutually agreed upon by both the parties. Whether it is not better to have three arbitrators, one nominated by us, one nominated by them and a third mutually agreed upon may be considered.

89) With regard to the non-levy of income-tax referred to in clause 14, I would suggest that the Law Department may be consulted as to whether the clause is clear enough and adequate as income-tax is a central subject and no agreement with a Provincial Government may be binding on the Central Government unless they also agree.

C. I. R.)
w/c.)
90) 1st of remarks
21/3/46

19.3

20' ... to the ...

1530' ... the ...

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91) A draft letter to the ... is put up
on the lines of the Financial Secretary's note.

92) Re. exemption from the payment
of income-tax required to be conferred
on the supplier by the Consumer, it may
be stated that a similar clause has
been inserted and agreed to by the Govt.
of Madras in the Kollegal agreement. The
same procedure is adopted in the case
of the Coed Districts agreement also.
The concurrence of the Law Dept. has
been obtained to that clause.

22/3
22.3.46

93) 25/3

94) 26/3

27/3

Issued in NO. EDS 2198
dated 27th, March, 1946.

27/3

27.3.46

... the ... 27th ...

... the ...

95) It is stated by the ... that
the clause stipulating the cost and
the minimum amount to be guaranteed
thereon is the same as the one agreed
to during the discussions with the

Chief Engineer for Electricity, Madras is
the chambers of the Minister for P.W.
and that it will not be correct to go
back on the terms already agreed to
and modify the clause now.

96) He has, however, modified the
arbitration clause on the line of that in
the Kollegal Agreements submitted for
orders.

Secy. 97) 12/3

98) 12/3

98)

98)

98)

98)

98)

98)

Min P.W.
Dewan
The
Fin Secy.

Remarks in his letter dated
27/28 March 46 and forwarded
The agreement as modified
by the C.E.B. and sanctioned
by the Law Secy may be
approved

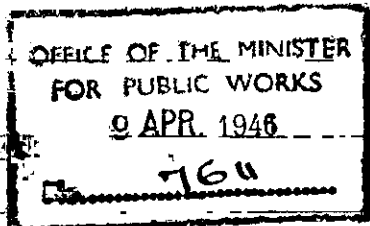
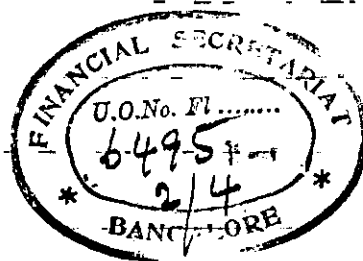
1/4

1/4

1/4

1/4

1/4



99) I have already recorded my
views vide paras 86-87.

100) I would press for a consideration
of the above

13

5/4

14

101) 12/8

Top falls Hydro-Electric Scheme - Supply of Electricity to the Ceded Districts in the Madras Presidency.

Continuation Sheet.

File No.
Current No.

of

Page.

1763

102) The draft agreement may be approved.

By 10/4/46

Dewan)

103) A note may please be put up for submission to His Highness

Meer

19/4/46

104) By 22/4/46

105) A note is put up

106) By 23/4

Min P.W. Note as required is put up.

Dewan

By 26/4/46

By 26/4

108) Two copies of the note signed

by the Minister are placed below

Dewan

By 30/4/46

By 30/4

DEWAN'S OFFICE

11. APR. 1946

No. 6296

OFFICE OF THE MINISTER
FOR PUBLIC WORKS

26 APR. 1946

No. 8064

DEWAN'S OFFICE

30. APR. 1946

No. 6701

23

N O T E.

i) The Secretary to the Hon'ble the Resident in Mysore forwarded in June 1945 a copy of letter received from the Government of Madras in re. power supply to the Ceded Districts in the Madras Presidency. The Government of Madras furnished in this letter, their probable consumption of power during the first ^{eight} years of service. They required bulk power to be delivered at Ujaini by running a transmission line from Davangere, agreeing to guarantee a return of 10 per cent on the capital outlay to be incurred by this Government and to take power for such period that the total of power bills paid to the Mysore Government equals the capital outlay incurred. They also stated that power will be taken till 1952 when the Tungabhadra Hydro-Electric power house will commence operation, but wanted the transmission line from Davangere to Ujaini to be left to function as a ^{tie} line between the Jog and the Tungabhadra Power systems to the mutual advantage of both with no minimum guarantee of revenue.

ii) 2. The Chief Electrical Engineer who was consulted in the matter offered the terms and conditions under which such a supply could be arranged. Thereafter the Government of Madras was requested through the Residency to depute their Chief Engineer for Electricity to Bangalore for a ^{personal} ~~personal~~ exchange of views on the subject with the representatives of

of this Government so that suitable proposals might be formulated.

(112) 3. The Chief Engineer for Electricity Madras met the representatives of this Government at 3 P.M. on the 25th October 1945 and discussed the question. In December 1945 the Residency forwarded a copy of the letter of the Government of Madras agreeing to the terms and conditions proposed and they also forwarded in February 1946 an agreement based on the decision arrived at the meeting held at Bangalore on 25th October 1946.

(113) 4. The Chief Electrical Engineer who was consulted in the matter has offered his views and has suggested certain amendments and additions. He has forwarded a draft agreement for acceptance by the Government of Madras. This draft agreement has been scrutinised by the Advocate General and the Law Secretary to Government.

K. K. K. K.
26/4/46

25

Final Note by the Minister for Public Works.

Subject.— Supply of power to the ceded districts in the
Madras Presidency.

A + B "14) The Secretary to the Hon'ble the Resident in Mysore forwarded in June 1945 a copy of letter received from the Government of Madras in regard to power supply to the ceded districts in the Madras Presidency. The Government of Madras furnished in this letter their probable consumption of power during the first eight years of service. They required bulk power to be delivered at Ujaini by running a transmission line from Davangere, agreeing to guarantee a return of 10 per cent on the capital outlay to be incurred by this Government and to take power for such period that the total of power bills paid to the Mysore Government equals the capital outlay incurred. They also stated that power will be taken till 1952 when the Tungabhadra Hydro-electric power house will commence operation, but wanted the transmission line from Davangere to Ujaini to be left to function as a tie line between the Jog and the Tungabhadra power systems to the mutual advantage of both with no minimum guarantee of revenue.

C "15) The Chief Electrical Engineer, who was consulted in the matter offered the terms and conditions under which such a supply could be arranged. Thereafter, the Government of Madras was requested through the Residency to depute their Chief Engineer for Electricity to Bangalore for a personal exchange of views on the subject with the representatives of this Government, so that suitable proposals might be formulated.

E + J "16) The Chief Engineer for Electricity, Madras met the representatives of this Government at 3 P.M., on the 25th October 1945 and discussed the question. In December 1945 the Residency forwarded a copy of the letter of the Government of Madras agreeing to the terms and conditions proposed and they also forwarded in February 1946

an agreement based on the decision arrived at the meeting, held at Bangalore on 25th October 1945.

"1) The Chief Electrical Engineer, who was consulted in the matter has offered his views and has suggested certain amendments and additions. He has forwarded a draft agreement for acceptance by the Government of Madras. This draft agreement has been scrutinised by the Advocate General and the Law Secretary to Government. The modified agreement is proposed to be sent to the Madras Government through the Residency. These papers are submitted for the gracious perusal of His Highness.

Bangalore,
29th April 1946.

L. Siddappa
Minister for Public Works.

Submitted to His Highness. 27

118) I submit herewith a Final Note by the Minister for Public Works on the subject of supply of electric power to the ceded districts in the Madras Presidency, for the gracious perusal of His Highness.

O. V. K. Rao

Bangalore,
30th April 1946. .

MINISTER FOR REVENUE
in charge of the current duties of the Dewan.

28

Record of Cases submitted for the Orders of
His Highness the Maharaja.



Subject.

Supply of electric power to the ceded
districts in the Madras Presidency.

119)

Order.

FW.
2/5/46.

Chief

9/11/46

575765

WT 7/5/46

1765

General and Revenue
Secretariat.

C 908.

29

SUBJECT:—

Supply of electric power to the ceded
districts in the Madras Presidency.

120)
Done & circ.
K/18 5/46.

122) 12/8/5
A draft letter to the
Presidency is put up
for approval.
123) Done
K/19 5/46

Issued in G.O. 2715
dated 14th May 1946.

Chief Secy) Fav of O.
w/c. K/14 5/46

120)

Circulated to Council of Ministers for perusal of His
Highness' orders before/after issue of orders.

W. S. S. S. S.
Chief Secretary to Government.

7/5/46

Through the Secretary to Government,

.....Electrical.....Department.

K/18 5/46

Minister for Revenue.

W. S. S. S. S.

Minister for Agriculture.

W. S. S. S. S.

Minister for Education and Public Health.

W. S. S. S. S.

Minister for Law.

W. S. S. S. S.

Minister for Public Works.

W. S. S. S. S.

Electrical
W. S. S. S. S.

125) Recd
K/13 5/46

NOTE.—Contn. sheet

WD 02050—GPB—500—14-3-46

Serial
No.

3

Letter No. R.F. 391-45/61. dated
the 11th November 1946 from
Secretary to the Hon'ble the Resid
in D. 20/11

Forwards for review a copy
the letter of the C.B. & C. 12/11

126) Secretary's orders:-

Copy to C.B. & C. for remarks
early.

Intd. R.R.
H/11/46

Forwarded copy of letter (with its enclosing)
to the C.B. & C. in J.O. EDS 1168/Secd 14/11/46
dated 6th Nov 1946, for favour of
furnishing his remarks.

4

Sms)
9/11 Am
9/11

5

Letter No. 13709 dated the 12/3/1947
from the Chief Executive
Engineer.

Offers his remarks on the
clauses of the draft.

127) Clause 3 (ii) - It is stated
by the C.B. & C. that Clause 19 referred
to in the draft agreement is incorrect
and that it may be replaced by
Clause 18. The last portion of
Clause 3 (ii) is proposed to be
modified as hereunder:-

"the minimum charge or guarantee

Serial
No.

under this agreement shall be reduced in proportion to the ability of the consumer to take supply without prejudice to the payment referred to in clauses 17, 18.

2. clauses 11 & 13:- The b.b.b. is agreeable to accept the modification proposed by the Govt. of Madras in re. the ten minute interval for maximum demand. This ten minutes is now to be changed to half an hour.

Clause 11 is proposed as follows:-

"For the purpose of this agreement the maximum demand of supply to the consumer for each month shall be twice the B.O.T. units (kilowatt hours) supplied during any thirty minute interval and the maximum demand shall be the highest such demand occurring during the calendar month"

Clause 13 is to be read as follows:-

"The Power Factor of the Plant and the Apparatus owned by the consumer at the point of supply shall not be less than 0.8. Should Power Factor

892
E.C.C.

Serial
No.

32

be below 0.8 it is liable to a penalty of 8 annas (eight annas) per kilowatt of monthly demand while, if the Power Factor drops below 0.7, it must be brought up by methods approved by the Engineers of the Supplier, failing which the service may be discontinued. For purposes of this clause, the Power Factor shall be that determined during any thirty minute interval on any working day in the month.

3. Clause 18 - The postponement of the penalty date viz. 1st August 1948 is accepted by the C.E.S.

4. Clauses 7, 8(ii) and 9 - The words "is or" may be inserted after the words "meter or meters"

128) Submitted for orders with ref. to para 126 of the notes above.

15/11

15/11

129) The C.E.S. is agreeable to all the modifications proposed by the Madras Govt. These may be accepted and the necessary intimates accordingly.

See)

18/11

Supply of power to Ceded Districts

33

File No.

of 1946

General and Revenue
Secretariat

Serial
No.

130) The modifications and corrections suggested by the Madras Govt. may be accepted.

Min. P. W.
Deewan.

R.L. 21.XI.46.

131) ~~18/22/11~~
23/11/46. R.L.

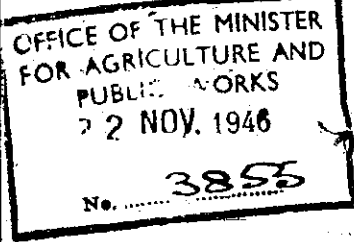
26/11.

132) ~~18/26/11~~
26/11

R.L.

27.XI.46.

~~18/27/11~~



1946
3701

133) A draft letter to the B.E.E. is put up for approval.

18/27/11

134) ~~18/27/11~~
27/11

135) Issue. Please also put up a draft letter to the Residency whose letter remains unacknowledged.

R.L. 28.XI.46

~~18/28/11~~

Issue no. E.S. 1449/Gel of 28-11-46
to The B.E.E.

Request to forward 2 copies of the draft agreement after or with the modification section suggested by the B.E.E.

Butler

Reminder will be
issued after a month's
more as it is too
early to send one now.
Rm 3!
21/11

Reminder may perhaps
be issued after 1²/11

See 5) - $\frac{18}{23/1}$

$\frac{18}{24/1}$ Yps.
RR.
m.l.w.

Serial
No.

136) It is usual to reply the Residency once for all. In this case it will be done on receipt of the agreement from the B.B.B. which is expected in a couple of days.

30/11 30/11

Secy) 137) 18/12/11
138) 3/12

Letter No. 100 dated 9.12.46 from the Chief Secretary to the Government of Madras to the Secretary to the Government of India.

139) A draft letter to the Residency is put up for approval.

10/12 10/12

Secy) 140) 11/12

1. and in 1946. 1.9.46. 4.11.46. 1.12.46. 1.1.47. 1.2.47. 1.3.47. 1.4.47. 1.5.47. 1.6.47. 1.7.47. 1.8.47. 1.9.47. 1.10.47. 1.11.47. 1.12.47. 1.1.48. 1.2.48. 1.3.48. 1.4.48. 1.5.48. 1.6.48. 1.7.48. 1.8.48. 1.9.48. 1.10.48. 1.11.48. 1.12.48. 1.1.49. 1.2.49. 1.3.49. 1.4.49. 1.5.49. 1.6.49. 1.7.49. 1.8.49. 1.9.49. 1.10.49. 1.11.49. 1.12.49. 1.1.50. 1.2.50. 1.3.50. 1.4.50. 1.5.50. 1.6.50. 1.7.50. 1.8.50. 1.9.50. 1.10.50. 1.11.50. 1.12.50. 1.1.51. 1.2.51. 1.3.51. 1.4.51. 1.5.51. 1.6.51. 1.7.51. 1.8.51. 1.9.51. 1.10.51. 1.11.51. 1.12.51. 1.1.52. 1.2.52. 1.3.52. 1.4.52. 1.5.52. 1.6.52. 1.7.52. 1.8.52. 1.9.52. 1.10.52. 1.11.52. 1.12.52. 1.1.53. 1.2.53. 1.3.53. 1.4.53. 1.5.53. 1.6.53. 1.7.53. 1.8.53. 1.9.53. 1.10.53. 1.11.53. 1.12.53. 1.1.54. 1.2.54. 1.3.54. 1.4.54. 1.5.54. 1.6.54. 1.7.54. 1.8.54. 1.9.54. 1.10.54. 1.11.54. 1.12.54. 1.1.55. 1.2.55. 1.3.55. 1.4.55. 1.5.55. 1.6.55. 1.7.55. 1.8.55. 1.9.55. 1.10.55. 1.11.55. 1.12.55. 1.1.56. 1.2.56. 1.3.56. 1.4.56. 1.5.56. 1.6.56. 1.7.56. 1.8.56. 1.9.56. 1.10.56. 1.11.56. 1.12.56. 1.1.57. 1.2.57. 1.3.57. 1.4.57. 1.5.57. 1.6.57. 1.7.57. 1.8.57. 1.9.57. 1.10.57. 1.11.57. 1.12.57. 1.1.58. 1.2.58. 1.3.58. 1.4.58. 1.5.58. 1.6.58. 1.7.58. 1.8.58. 1.9.58. 1.10.58. 1.11.58. 1.12.58. 1.1.59. 1.2.59. 1.3.59. 1.4.59. 1.5.59. 1.6.59. 1.7.59. 1.8.59. 1.9.59. 1.10.59. 1.11.59. 1.12.59. 1.1.60. 1.2.60. 1.3.60. 1.4.60. 1.5.60. 1.6.60. 1.7.60. 1.8.60. 1.9.60. 1.10.60. 1.11.60. 1.12.60. 1.1.61. 1.2.61. 1.3.61. 1.4.61. 1.5.61. 1.6.61. 1.7.61. 1.8.61. 1.9.61. 1.10.61. 1.11.61. 1.12.61. 1.1.62. 1.2.62. 1.3.62. 1.4.62. 1.5.62. 1.6.62. 1.7.62. 1.8.62. 1.9.62. 1.10.62. 1.11.62. 1.12.62. 1.1.63. 1.2.63. 1.3.63. 1.4.63. 1.5.63. 1.6.63. 1.7.63. 1.8.63. 1.9.63. 1.10.63. 1.11.63. 1.12.63. 1.1.64. 1.2.64. 1.3.64. 1.4.64. 1.5.64. 1.6.64. 1.7.64. 1.8.64. 1.9.64. 1.10.64. 1.11.64. 1.12.64. 1.1.65. 1.2.65. 1.3.65. 1.4.65. 1.5.65. 1.6.65. 1.7.65. 1.8.65. 1.9.65. 1.10.65. 1.11.65. 1.12.65. 1.1.66. 1.2.66. 1.3.66. 1.4.66. 1.5.66. 1.6.66. 1.7.66. 1.8.66. 1.9.66. 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1.12.86. 1.1.87. 1.2.87. 1.3.87. 1.4.87. 1.5.87. 1.6.87. 1.7.87. 1.8.87. 1.9.87. 1.10.87. 1.11.87. 1.12.87. 1.1.88. 1.2.88. 1.3.88. 1.4.88. 1.5.88. 1.6.88. 1.7.88. 1.8.88. 1.9.88. 1.10.88. 1.11.88. 1.12.88. 1.1.89. 1.2.89. 1.3.89. 1.4.89. 1.5.89. 1.6.89. 1.7.89. 1.8.89. 1.9.89. 1.10.89. 1.11.89. 1.12.89. 1.1.90. 1.2.90. 1.3.90. 1.4.90. 1.5.90. 1.6.90. 1.7.90. 1.8.90. 1.9.90. 1.10.90. 1.11.90. 1.12.90. 1.1.91. 1.2.91. 1.3.91. 1.4.91. 1.5.91. 1.6.91. 1.7.91. 1.8.91. 1.9.91. 1.10.91. 1.11.91. 1.12.91. 1.1.92. 1.2.92. 1.3.92. 1.4.92. 1.5.92. 1.6.92. 1.7.92. 1.8.92. 1.9.92. 1.10.92. 1.11.92. 1.12.92. 1.1.93. 1.2.93. 1.3.93. 1.4.93. 1.5.93. 1.6.93. 1.7.93. 1.8.93. 1.9.93. 1.10.93. 1.11.93. 1.12.93. 1.1.94. 1.2.94. 1.3.94. 1.4.94. 1.5.94. 1.6.94. 1.7.94. 1.8.94. 1.9.94. 1.10.94. 1.11.94. 1.12.94. 1.1.95. 1.2.95. 1.3.95. 1.4.95. 1.5.95. 1.6.95. 1.7.95. 1.8.95. 1.9.95. 1.10.95. 1.11.95. 1.12.95. 1.1.96. 1.2.96. 1.3.96. 1.4.96. 1.5.96. 1.6.96. 1.7.96. 1.8.96. 1.9.96. 1.10.96. 1.11.96. 1.12.96. 1.1.97. 1.2.97. 1.3.97. 1.4.97. 1.5.97. 1.6.97. 1.7.97. 1.8.97. 1.9.97. 1.10.97. 1.11.97. 1.12.97. 1.1.98. 1.2.98. 1.3.98. 1.4.98. 1.5.98. 1.6.98. 1.7.98. 1.8.98. 1.9.98. 1.10.98. 1.11.98. 1.12.98. 1.1.99. 1.2.99. 1.3.99. 1.4.99. 1.5.99. 1.6.99. 1.7.99. 1.8.99. 1.9.99. 1.10.99. 1.11.99. 1.12.99. 1.1.100. 1.2.100. 1.3.100. 1.4.100. 1.5.100. 1.6.100. 1.7.100. 1.8.100. 1.9.100. 1.10.100. 1.11.100. 1.12.100.

141) Issue 11/12/46

142) A draft reminder letter to the Secy to the Hon'ble the Resident in Mysore, is put up for approval

Secy) 143) 1/2 144)

144) 1/2 145)

136) 1/12

137) 3/12

(in agreement copy) This copy is to be done carefully

14/12

the B.B.B. has initialled at the end of the copy. on verification, the agreement copy is found to be correct

12/12

To remind on 1-2 47

Serial No.	Particulars	Amount
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Memo dated the 18th February 1947
of the Secretary to the Hon'ble the
Resident in Mysore, forwarding
for information, a copy of
his letter no. R.F. 391-45/Pol of
date addressed to the Secretary
to the Govt. of Madras, P.W.D.
reminding him about the draft
agreement on the above subject,
sent for verification with no E.A.S. 1592,
Skd 44-46-8 dated 12-12-46.

May 2

(26: W

145)

~~May be recorded and the~~
 receipt of the ratified agreement ^{will be} _{awarded}

for

18.2.47

18/2

Scanned with

რეკ
20/2/47

146/EL.

two
20/24

11/11/11

Serial
No.16/45
5/47

Letter No. R-F-391-45/Rel dated
3rd March 1947 from the Secretary to
the Hon'ble the President in the
State.

States that the Govt. of India
have since written to say that
the matter is under consideration.

147) Submitted for perusal. It appeared
a copy of the above communication will
be forwarded to the C.E.E. for
information.

5/3
3/3

148) yes

4/3/47

149)

R.F.

8/3.

10/3/47

Forwarded in No. E. S. S. 3301/Rel/44-46-10 dated the 11th May 47
to the C.E.E. Forward Copy for information.

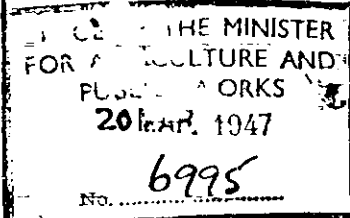
5/3
3/3

Letter No. 26820 dated the 1st
1947 from the Chief Electrical
Engineer.

15

Reports that due to the delay
in the receipt of material it
will not be possible to supply power
to the town of Madras in August
1948 and that it can be done
in January 1949.

150) The C.E.E. for Electricity, Madras
has agreed to the proposal to postpone
the date to January 1949. The Govt.

Serial
No.17/4/47
Sec
 DEWAN
21.3.47
NO 6926

of Madras will have to be apprised of this situation, through the Residency.

 19/3/47
6/3

(131) The Residency may be addressed.

 KRC
12/3/47

Secy

152) As the Govt. of Madras (ie. the Chief Engineer for Electricity) seem to be agreeable to change the target date of power supply referred to in Clause (18) of the agreement proposed to be entered into, the Govt. of Madras will be requested through the Residency to ^{incorporate} make the necessary modification in the agreement in this regard.

 Min. P.W.
Dewan

 R.L.
20/3/47
KRC
20/3/47

153)

20/3/47

 R.L.
21/3/47
KRC
21/3/47

154) JH

25/3/47

155)

Draft letter to the Residency may be put up early.

156) Draft of fair copy letter to the Residency are

put up for approval.

R.L. 26/3/47

KRC 26/3/47

 26/3/47
26/3

 157) KRC
27/3/47

Secy

158) Issue

R.L. 27/3/47

28

Serial
No.

Issued in No. R.D.S. 3450/11/44 46 19 dated
27th Jan, 1947

10

The Secretary to the Hon'ble the Resident
in Mysore.

Requests that the Govt. of Madras may
kindly be informed that the date fixed
under the Agreement may be altered from
1st August, 1943 to 1st January, 1947.

Letter No. 60 F. S. 5. 12

dated 27th June 1947.

Enclosure

in the above mentioned letter.

Agreement to be made.

IV) 159) With this office letter dated
the 12th December 1946 a draft
agreement embodying all the
corrections was sent to the
Residency for the ratification
of the Govt. of Madras.

V) 160) The Residency has reminded
the Govt. of Madras on 15th February
1947 and the Residency again

VI) intimated this Govt. in March
1947 that the Govt. of Madras
stated that the matter was
under consideration.

161) The Residency was

Serial
No.

W

addressed by this office in March 1947 about the commencement of the date of supply viz 1st January 1949.

162) In view of the above the agreement forwarded to the Govt. of Madras has not yet been ratified and returned. If approved the attention of the Secy. P.W.D. Govt. of Madras will be invited to the above correspondence.

163) Before doing this, the Residency will be addressed to intimate ^{to} what has happened to the letter of the Govt. of Madras of 1/5/47. A draft letter to the Residency is put up for approval.

164) ^{10/10/47}
5.7.47

Secy

165) Letter to Residency as ^{modified} ~~cont.~~

Re.

6/7/47

2. 10/10/47

10.6.1947

10.6.1947

10.6.1947

10.6.1947

10.6.1947

10.6.1947

Secy

10/10/47

26.

Letter No. R.F. 391-45/P.C. dated 17th July 1947 from the Secretary to the Hon'ble the Resident to Mysore

forwards a copy of the Gore of Madras and mentions that 5 copies of the agreement are forwarded to the Govt. for completion.

166) I approved a copy of the above letter with a copy of the Madras Govt's letter will be forwarded to the Govt for forwarding 6 copies of the agreement incorporating all the changes now approved by the Political Dept. A draft letter to the Govt is put up for approval or other order.

167) The corrections proposed appear acceptable.

168) The draft to C.E.C may move.

hrc 21.2.47

(Seal)

169) Smt R. 22/7

hrc 22.7.47

169) Smt R. in Govt No. 219/62 44-46-28 dated 20/7/47 to the C.E.C. forwards a copy of the letter from the Secy to the Hon'ble Resident No. 26820 dated 10/3/47 and requests the C.E.C. kindly to forward six copies of the Agreement incorporating all the changes now approved by the Political Dept. if all 7 items are acceptable to him (C.E.C.).

25/7/47

109 J213

Letter No. R.F. 391-45; Pol. dated the 31st July 1947 from the Secretary to the Honble the Resident in Mysore.

Requests to forward the Copies of the Agreement before 5/8/47.

170) Secretary's orders of 31/7/47.
" In what stage is this question?
Dtd. R.R.
31/7

170) The C.B.C. has been requested on the 23rd July 1947 to forward copies of the agreement very early. A draft letter to the C.B.C. reminding him is put up for approval.

173) Issue

It may be required after another week

R.R. 28/7

172) hcr
1.8.47

Secy.

Issued a letter to the personal room of the C.E.F. with a reference to his letter no. 82129/81 dated 23/7/47. It requests to forward immediately 6 copies of the agreement then called for, since the Residency requires the copies to reach before 5/8/47 for forwarding to the Political Dept.

Letter No. 4017 dated the 4th August 1947 from the Chief Electrical Engineer.

Forwards six copies of the agreement to be completed.

174) A draft letter to the Residency is put up for approval.

Issue R.R. 578w)

176) The corrections & now pointed out by the Madras Govt. are of a typographical and minor nature not affecting the sense of the agreement.

177) If approved, therefore, the agreements will be signed by the Elec. Secy. on behalf of the Govt. of Mysore (under Rule 2 of no. 4350 G.O. 147-39-9 d. 5th June 41 in the Mysore Gazette Extraordinary), and transmitted to the Resident as desired by them.

Min. P.W.)

R.R. 574w)

178)

1.5-8/17

R.R. 574

Issued in letter no. E.D.S. 478/Elec dated 6th August 1947.

To The Secretary to the Hon'ble the Resident in Mysore
B. C. C.

Forwards five copies of agreement for favour of further action

Letter No. R.F. 391-45/Pol. dated the 8th August 1947 from the Secretary to the Hon'ble the Resident in Mysore to the Secretary, P.W.D. Govt. of Madras.

179) Further communication will be awaited.

180) R.R.

181)

Secd)

Yes.
R.R. 578w)
178w)OFFICE OF THE MINISTER
FOR AGRICULTURE AND
PUBLIC WORKS
5 AUG. 1947

No 1106

Sms A

2/8

Sms

1.28

43

Continuation Sheet.

 File No.
 Current No.

 213/5656
 of 100

Page.

Letter No 1601-E/45-51 dated the
 3rd October 1947 from the Secretary,
 P.W.D., Govt. of Madras.

Returns after completion five
 copies of the agreement.

182) A draft letter to the Secretary,
 P.W.D., Govt. of Madras, returning the
 agreements after attestation, is put
 up for approval.

7/10/47

183) hrc

9.10.1947

Scull

184) It is most disappointing that neither
 the case worker nor the Repolt. of the E.C.B.
 has failed to observe the omission
 before dispatch. Great care & care
 & scrutiny should be exercised in
 dealing with correspondence, especially
 with other Governments.

185) Issue letter to the Secy. P.W.D., Madras.

RR

10/10/47

hrc

10.10.47

The Secretary to Govt. of Madras

P.W.D.

Madras

Letter No 1037/6lect.

9/11/10/47

Return the five copies of the agreement
 after attesting the corrections.

 Smt
 14/10
 14/10

Power supply to the bedad 5-7

656/1239

44

Continuation Sheet.

File No. 44
Current No.

of 1946 -

Page.

Letter No. 19459 dated the 26th December 1947 from the Chief Electrical Engineer.

Requests to forward a copy of the ratified agreement.

186) The agreement has not yet been received duly ratified by the Govt. of India. The Secy. will be informed accordingly. A draft is put up for approval.

Enc. Secy)

143/3/1
27/1/48

187) Issue & reminder for ratification
R.R.
5/48

To

The Chief Electrical Engineer

Bangalore.

- State that a copy of the Agreement will be forwarded to him as desired on the receipt of the same from the Crown Representative.

302/9/1
Where is this
KRC
19.1.48
188) A draft to the Ministry of States is put up for approval.

27/1/48

189) A draft letter to the Secy. P.W.D. Govt. of Madras is put up for approval as personally instructed by the Secretary.

19/1/48

Secy)

191)

(190) KRC
19.1.48

Draft letter to Secy P.W.D. Madras may issue

R.R.
20/1/48

45

Continuation Sheet.

File No. 44
Current No.

of 46, 53, 175 Page.

Letter no E.D.S. 1969 / Clee 44-46-43
dated 20th January 1948

The Secretary to Government
Government of Madras P.W.D.
Madras

Requests to return the Copies of the
agreement with the approval of the
Ministry of States, Govt. of India, early
23/1/48 = Encl A)

Letter no. 1601/E. 45-55 D) 23/1/48
from the Secretary, P.W.D., Govt. of
Madras.

States that the copies have not yet
been received from the Govt. of India.
(192) Submitted for perusal.

23/1/48

(193) KRC
30.1.1948

Letter no. F.7-1C/48 dated the 10th
February 1948 from Secretary, Govt. of
India, Ministry of States.

Forwards a copy of the completed
agreement.

(194) It approved a copy of the
completed agreement will be forwarded
to the C.R.S. and the Auditor, Elect. Dept.
for information and recorded in their
offices.

(195) (A) may be done; we should have one for
reference

Secy.

WD 06577-GPB-5,000-9-8-47

KRC
6.3.48

(196)

70 P.D.C.
9/3/48

(197) mail about supply
to Madras P.W.D.
KRC 9.3.48

198) A draft letter to the Govt. is put up for approval.

199) The Govt. of India have ^{agreement} sent a copy of the completed ~~copy~~ to the Secy. P.W.D., Govt. of Madras. direct.

by 11/3/48
11/3/48

issue.

The draft to C.E.E. may

Issue

Done
11.3.48

here
12.3.48

here
12.3.48

Secy

of 22.3.48

Letter nos 3099-3100/Elect 44-46-45

To The C.E.E to Govt
The Auditor, Electrical Dept

Forward to contain of the Completed Agreement received from the Govt of India in respect of the power supply to ceded districts.

13
29/3 17/3/48

No. RF. 391-45/Pol.

From the Secretary to the Hon'ble the Resident in Mysore.
To: The Secretary to the Government of His Highness the Maharaja of
Mysore; Electrical Department.
Dated Bangalore, the 30th June 1945.
THE JOG FALLS HYDRO-ELECTRIC SCHEME - SUPPLY OF
ELECTRICITY TO THE CEDED DISTRICTS IN THE MADRAS
PRESIDENCY.

Sir,

I am directed to forward a copy of letter from the Government of
Madras, No. 1601-E/45-3, dated the 25th June 1945, and to request that
the views of the Government of Mysore may kindly be intimated to this
Residency at an early date.

I have the honour to be,

Sir,

Your most obedient servant,

OFFICE OF THE MINISTER
FOR PUBLIC WORKS

1-1 JULY 1945

BJRVS 131

SECRETARY TO THE RESIDENT

MU 18/7/45 W/19 W-1

Letter from the Secretary to the Government of Madras, Public Works Department, No. 1601-E/45-3, dated the 25th June 1945.

Electricity - Jog Falls Scheme - Supply of power
to the Ceded Districts in the Madras Presidency. ✓

The Madras Government have been considering a scheme for the construction of a power system in the Ceded Districts. In that connection, it has been suggested that the feasibility of supply of power in bulk from the Jog Falls Scheme for the Ceded Districts may be examined. I am, therefore, directed to enquire whether the Mysore Government will be agreeable to arrange for supply, subject to the following condition:

(a) bulk power from the Jog Scheme at 3 phase 50 cycles 66 K.V. to be supplied to the Madras Electricity Department on the Bellary-Mysore Boarder say, near Ujaini. It is expected that, on a conservative estimate, supply will be taken by the Department as indicated below:

1st year	..	500 K.W.
2nd year	..	1000 "
3rd year	..	1500 "
4th year	..	2000 "
5th year	..	2500 "
6th year	..	3000 "
7th year	..	3500 "
8th year	..	4000 "

(b) Mysore Government to build the necessary transmission line in their territory upto the point of supply at Ujaini at their own ~~expense~~. The Madras Electricity Department will guarantee revenue every year to the extent of 10% of the Capital Outlay incurred by the Mysore Government in bringing power from their present terminal at Davangere to Ujaini. The Madras Electricity Department will further guarantee to take power for such period of time that the total of power bills paid to the Mysore Government equals the capital outlay incurred by them;

(c) As it is expected that Tungabhadra Hydro-Electric power house will commence operation around 1952, power from Mysore will be taken till then. hereafter supply may be stopped, but the transmission line from the Devangere to Ujaini may be left to function as a ~~time~~ tie line between the Jog and the Tungabhadra Power Systems to their mutual advantage with no minimum guarantee of revenue;

(d) as the Tungabhadra Dam Construction is to begin shortly and as its power needs are proposed to be supplied from the Jog Falls Mysore Government to arrange for the supply, if possible, in early 1947; and

(e) reasonably low rates may be quoted for the power supply considering that it is to be at extra high tension 66 k.V. and that the Madras Government have to incur heavy expenditure on account of stepping down equipment and transmission and distribution over the Ceded Districts. the rates may be the usual two part tariff of maximum demand rate plus energy rate.

2. I am directed to request that the views of the Mysore Government on the above proposals may kindly be obtained and communicated to this Government at an early date.

3

Letter No.RF.391-45/Pol. dated the 30th June 1945
from the Secretary to the Hon'ble the Resident in Mysore,
Bangalore, to the Secretary to Government, Electrical
Department, Bangalore.

THE JOG FALLS HYDRO-ELECTRIC SCHEME - SUPPLY OF
ELECTRICITY TO THE CEDED DISTRICTS IN THE MADRAS
PRESIDENCY.

I am directed to forward a copy of letter from the
Government of Madras, No.1601-E/45-3, dated the 25th June
1945, and to request that the views of the Government of
Mysore may kindly be intimated to this Residency at an early
date.

Immediate
No.FDS. 2.
Copy of letter

Dated Bangalore, 3rd July 1945

Copy of the above, is forwarded, with compliments,

4
compliments, to the Chief Electrical Engineer, for a
immediate report.

ofc. L. 24
For Secretary to Government,
Electrical Department.

A.N.3rd.

5

Letter from the Secretary to the Government of Madras, Public Works Department, Madras No.1601-B/45-3, dated the 25th June 1945.

Electricity - Jog Falls Scheme - Supply of power to the Ceded Districts in the Madras Presidency.

The Madras Government have been considering a scheme for the construction of a power system in the Ceded Districts. In that connection, it has been suggested that the feasibility of supply of power in bulk from the Jog Falls Scheme for the Ceded Districts may be examined. I am, therefore, directed to enquire whether the Mysore Government will be agreeable to arrange for supply, subject to the following conditions

- (a) bulk power from the Jog Scheme at 3 phase 50 cycles 66 KV. to be supplied to the Madras Electricity Department on the Bellary-Mysore Border say, near Ujaini. It is expected that, on a conservative estimate, supply will be taken by the Department as indicated below:-

1st Year	500 K.W.
2nd Year	1000 "
3rd Year	1500 "
4th Year	2000 "
5th Year	2500 "
6th Year	3000 "
7th Year	3500 "
8th Year	4000 "

- (b) Mysore Government to build the necessary transmission line in their territory upto the point of supply at Ujaini at their own expense. The Madras Electricity Department will guarantee revenue every year to the extent of 10% of the Capital Outlay incurred by the Mysore Government in bringing power from their present terminal at Davangere to Ujaini. The Madras Electricity

Electricity Department will further guarantee to take power for such period of time that the total power bills paid to the Mysore Government equals the capital outlay incurred by them.

- (c) As it is expected that Thungabhadra Hydro-Electric Power House will commence operation around 1952, power from Mysore will be taken till then. Thereafter supply may be stopped, but the transmission line from the Davangere to Ujjaini may be left to function as a tie line between the Jog and the Thungabhadra Power Systems to their mutual advantage with no minimum guarantee of revenue;
- (d) As the Tungabhadra Dam Construction is to begin shortly and as its power needs are proposed to be supplied from the Jog Falls Mysore Government to arrange for the supply, if possible, in early 1947; and
- (e) Reasonably low rates may be quoted for the power supply considering that it is to be at extra high tension 66 KV. and that the Madras Government have to incur heavy expenditure on account of stepping down equipment and transmission and distribution over the Ceded Districts. The rates may be the usual two part tariff of maximum demand rate plus energy rate.

2. I am directed to request that the views of the Mysore Government on the above proposals may kindly be obtained and communicated to this Government at an early date.

" Copy "

7c *Sh*
For Secretary to Government,
Electrical Department.

A.H.

Tele gram
phone

OFFICE OF

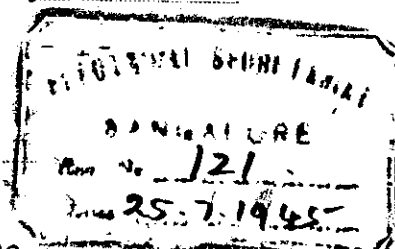
No.
Encis.

4085

The Chief Electrical Engineer
to the Government of Mysore, Bangalore

Date, 24th July 1945.

To

The Secretary to Government,
Electrical Department, Bangalore.Jog Falls Hydro-Electric Scheme
Supply of Electricity to the Ceded
Districts in the Madras Presidency.

1) With reference to your Memo No. EDS. 2 dated 3rd July '45 forwarding a copy of the letter from the Secretary to the Hon'ble the Resident in Mysore enclosing a copy of the letter received from the Secretary to the Government of Madras, Public Works Department, on the above subject, I have the honour to state as follows:-

2) To meet the requirements of the Madras Electricity Department to the extent of 4,000 K.W. delivered at the State border at Ujjani, the department has to incur an expenditure of about 16 Lakhs in installing transformers at Bhadravati for stepping down the voltage from 110 to 66 KV, changing the conductor of the transmission line between Davangere and Bhadravati to meet the additional demand and also for the construction of a 42 mile long transmission line between Davangere and Ujjani via Jagalur and for the installation of the necessary metering equipment at Ujjani with buildings etc., required for the maintenance establishment to maintain continuous service over this transmission line. The Government of Madras will have to build the necessary transmission line in their territory upto the point of supply at Ujjani at their own expense.

3) They should also agree to pay for the supply of Electricity to the extent required by them at the rates to be specified below, subject to a minimum of 10% of the Capital Cost involved per annum, as mentioned in Para (b) of their letter under advertence. Further, they should undertake to take power for a period of not less than 10 years from the date of supply in order to justify the power allotment made. They desire that the rates to be charged to them be on a two part tariff as is prevalent in the Hydro-Electric areas of the Government of Madras. I, therefore, recommend the following rates be intimated:

Rs. 3- 0- 0 per K.W. of maximum demand per month when the maximum demand does not exceed 1,000 K.W. plus an energy charge of .45 of an anna per unit upto 1,00,000 Units.
Rs. 2-12- 0 per K.W. of maximum demand per month for demands exceeding 1,000 K.W.

When the consumption is more than 1,00,000 units per month, the energy charge shall be as follows:

1,00,000 units upto 150,000 units per month	...	.425 of an anna,
1,50,000 " 200,000 "	...	.4 -do-
2,00,000 " 300,000 "	...	.375 -do-
3,00,000 " 500,000 "	...	.35 -do-
5,00,000 " 10,00,000 "	...	.3 -do-

The above rate will be applied so long as the consumption is in excess of 100,000 units per month and the power factor is not less than .8. Further, if the power factor happens to be less than .8 and more than .7, an additional charge of Rs.0-8-0 per K.W. of maximum demand per month will be levied; and the power supply will be discontinued if the power factor is less than .7, until the power factor is improved to .8 or above.

The bill for the energy supplied will be rendered before the 5th of the succeeding month to the officer to be specified by the Government of Madras and the same will have to be arranged to be paid within 15 days of the rendering of the bill failing which interest will be leviable at 7% per annum for the overdue amount and if payment is not received for a further period of one month, power supply will be discontinued without prejudice to the claim of the minimum payable for the period of contract.

Further, the Government of Madras must agree not to levy any taxes for the revenue earned for the supply of energy made at the State border. The Government of Madras should arrange to instal appropriate equipment at Ujjani to see that the disturbances on the transmission line within their territory do not affect our transmission lines supplying power to Ujjani. Therefore, appropriate protective equipment like lightning arresters, etc., should be installed by them on the high tension line connecting to our high tension system at Ujjani. Power supply will be at 66 K.V., 3 phase, 50 cycles and will be subject to variation of voltage and frequency in accordance with the Electricity Act in force in the State.

7. Further, the Government of Madras be informed that as a single transmission line will be supplying power over a distance of 100 miles from Bhadravati, it will be subject to interruptions of service as could be anticipated from a single circuit line. While the department will endeavour to give as continuous a service as possible, it shall not be liable to pay any penalty for interruptions for causes beyond their control.

Y As the minimum payable by the Government of Madras works out to about Rs 1,60,000/- per year, they will have to take right from the beginning a load of not less than 1,500 K.W. This has been based on the assumption that they will be consuming about 300 units per K.W. per month on an average. However, if they take less power to start with, the minimum payable will be far in excess of the power consumed, resulting in a very high unit charge.

7] As agreed to in the case of power supply to Kollegal, while the consumer is at liberty to instal their own metering equipment, we will be at liberty to check and calibrate the meters installed by this department, after giving due intimation to the consumer. This will be incorporated in the draft agreement to be submitted in due course. In this connection, I have to mention that the two part tariff recommended by me results in a rate varying from .446 to .48 of an anna per unit consumed on the basis of 300 units per K.W. per month, the load varying from 1,500 K.W to 4,000 K.W. I may here mention that the Kolar Gold Fields are being charged at .49 of an anna per unit and the Binny Mills and other Cotton Mills are paying on an average rate of .42 of an anna per unit.

10. The supply to the above is at 2,200 volts, 3 phase, 25 cycles but the supply to the Madras Government at Ujjani as proposed above will be 66,000 volts, 3 phase, 50 cycles. Therefore, a lower rate is admissible. However, to start the negotiations, I have specified the above rate which will admit of some reduction when negotiations proceed further. I may here inform that the rate specified above is the rate that is being charged by the Madras Electricity Department for high tension energy for large textile mills and industrial establishments-

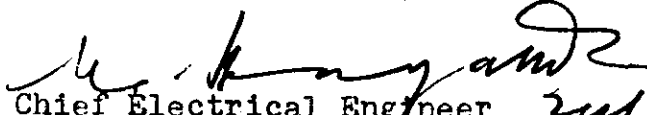
10

~~-4-~~

11 The power supply could only be arranged in early 1948 as this involves conversion of the Davangere area to 50 cycles which cannot be done earlier.

12 With regard to Para (c) of the letter of the Secretary to the Government of Madras Public Works Department, I have to state that this is a good suggestion and I request Government to agree to the retention of this line as a tie line between Madras and Mysore Hydro-Electric Systems after the period of contract of 10 years expires.

I have the honour to be,
S i r,
Your most obedient servant,


Chief Electrical Engineer
to the Government of Mysore. *24/5*

MH-KM-SK.

Im. ediate

ELECTRICAL SECRETARIAT, 11

No. E.D.S. 630

Encls.

Bangalore, 18th September 1945

From

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Chief Electrical Engineer
to the Government of Mysore,
Bangalore.

Subject:- Jog Falls Hydro-Electric Schemes -
Supply of Electricity to the Ceded
Districts in the Madras Presidency.

S i r,

With reference to your letter No.4085 dated the
24th July 1945 on the above subject, I am directed to request
you to kindly work out and forward ^{your report on} the financial implications
of the above scheme, at a very early date.

I have the honour to be,

S i r,

Your most obedient servant,

etc



For Secretary to Government,
Electrical Department.

No. E.D.S.

Encls.

ELECTRICAL SECRETARIAT.

Dated Bangalore, ...194 .

FROM

The Secretary to the Government of Mysore,
Electrical Department,
Bangalore.

TO

The General Superintendent,
Cauvery Power Scheme,
Bangalore.

The Jog Falls Hydro-Electric Scheme - supply of electricity to the Ceded Districts in the Madras Presidency

Continuation Sheet.
178

File No.
Current No.

of

Page.

12

URGENT.

No.R.F.391-45/rol.

From The Secretary to the Hon'ble the Resident in Mysore.
To The Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department.

Bengalore, 2nd August 1945.

~~The Jog Falls Hydro-Electric Scheme - Supply of electricity to the Ceded Districts in the Madras Presidency.~~

Sir,

I am directed to refer to my letter No.R.F.391-45/rol., dated the 30th June 1945, and, at the instance of the Government of Madras, to request the favour of a very early reply.

I have the honour to be,

Sir,

Your most obedient servant,

McDermott
for SECRETARY TO THE RESIDENT.

2

Submitted

1) The main file on the subject with the opinion of the C.B.S. has been submitted to the Minister for P.W. and Disarm for approval to the draft reply to the Residency. An interim reply stating that the matter is under consideration and a reply will be sent in due course, will be sent to the Residency. A draft is put up for approval or other orders.

WD
3/8/45

3/8/45

3) 9886

3/8/45

Issued in No. E.D.S. 270. 27 7/8 45

Letter No. R.F.391-45/rol dated the 1st September 1945 from the Secretary to the Hon'ble the Resident in Mysore.

Requests that the final reply

Electricity to the bedded districts - the
 C. F. 69] + extras + residency

matter may be expedited.

3) The main file has been submitted to the Minister for P.W. after discussing the question with Sir Henry Howard. A draft reply to the Residency ^{put up} is also in the main file. Submitted for orders whether an ad interim reply may be sent to the Residency in the meanwhile.

W 17/9 17-9
 Secy) 17/9
 s) yes
 KJ 19/9 W

b) Submitted with a draft letter to the Residency for approval. Not issued.

W 21/9 21-9

No. 82-S-270 dated 7th August, 1945. 14

ELECTRICAL SECRETARIAT.

Page No.

(continuation sheet draft form)

Subject - The Fox Falls Hydro-Electric Scheme - supply of electricity to the Bedded Districts in the Madras Presidency

To

The Secretary to the Hon'ble the
Resident in Mysore,
Bangalore

Sir,

I am directed to acknowledge the receipt of your letter No. R.F. 391-45 / Rl. dated the 2nd August 1945 on the above subject and to state in reply that the matter is under consideration and a final reply will be sent to you as soon as a decision is reached in the matter.
~~in due course.~~

I have etc.

WJ 48/45

Secretary to Govt.
Electrical Dept.

WJ 3/8/45

No.R.F.391-45/Pol.

From The Secretary to the Hon'ble the Resident in Mysore.
The Secretary to the Government of His Highness
the Maharaja of Mysore, Electrical Department.
Bangalore, 14-Sept. 1945.

4/14/9
The Jog Falls Hydro-Electric Scheme - Supply
of electricity to the Ceded Districts in the
Madras Presidency. 15

Sir,

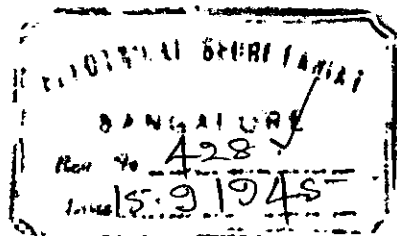
I am directed to refer to your letter No.E.D.S.270,
dated the 7th August 1945 and to say that it would be
appreciated if the final reply could kindly be expedited
as the Government of Madras have reminded this Residency
and have asked for an early reply.

I have the honour to be,

Sir,

Your most obedient servant,

M. S. S. S.
for SECRETARY TO THE RESIDENT.



G. R. S. App. F. G. 3:

GENERAL AND REVENUE
SECRETARIAT.

(Continuation of draft form).

No. EAS 672 - 3

Dated 26th Sept 1945

16

Subject - Gov Falls Hydro-electric
Scheme - Supply of
Electricity to the
bedded District, in the
Madras Presidency

20

The Secretary to the Hon'ble
the Resident in Mysore,
Bangalore

Sir,

I am directed to
acknowledge the receipt of
your letter No. R.F. 391-45/Pol.
dated the 14th September 1945
on the above subject, and to
state in reply that the
Govt. of Madras may kindly
be requested to depute the
Chief Engineer for Electricity
Madras to Bangalore for
a personal exchange of
views on the subject with
the representatives of the
Govt. of Mysore so that
suitable proposals may

17

be formulated. Suitable dates for
in interview may be requested to
be intimated. I have etc.

KJ 24.9
Secretary to Govt.
Electrical Dept.

Copy rec. to the C.S.B. for information

KJ 24.9
Secretary to Govt.
Electrical Dept.
24/9/45 Pz
24.9

GOVERNMENT OF MYSORE8187
Encls.OFFICE OF Chief Electrical Engineer,
to the Government of Mysore,
Bangalore.Date d 27th September 1945.

To

The Secretary to Government,
Electrical Department,
Bangalore.Jog Falls Hydro Electric Schemes -
Supply of Electricity to the Ceded
Districts in the Madras Presidency.

With reference to your letter No. EDS. 633 dated 18th September '45, I have the honour to state that in my letter (Confidential) No. 4085 dated 24th July '45, I have furnished the capital cost, the revenue and the guarantee to be obtained for power supply to Ceded Districts. I, therefore, request you to kindly let me know as to what further details regarding the financial implications of the Scheme are required to enable me to furnish the same.

I have the honour to be,
Sir,

Your most obedient servant,

[Signature]
Chief Electrical Engineer

to the Government of Mysore.

MH-SK.

From - The Secretary to the Hon'ble the Resident in Mysore.
To - The Secretary to the Government of His Highness
the Maharaja of Mysore, Electrical Department.

Bangalore, the 16th Octr. 1945.

Sub: Jog Falls Hydro-Electric Scheme - Supply of
electricity to the Ceded Districts in the Madras
Presidency.

Sir,

I am directed to refer to your letter No.E.D.S.672,
dated the 26th September 1945, and to forward a copy of a
telegram from the Government of Madras, Public Works Depart-
ment, No.1601-E/45-9, dated the 15th October 1945. I am to
request that this Residency may kindly be informed whether
the dates suggested will suit the Government of Mysore.

ediate

22

G. R. S. App. F. G. 3.

GENERAL AND REVENUE
SECRETARIAT.

(Continuation sheet draft form).

to EDS. 16-17/C
A 20/10/45

Subject: - Gov Falls # 1. -
Electric Gen -
Supply & distribution
to the isolated hts -
in the P. & R. A.
Presidency.

To

The Secretary to the Honorable
the Resident in Mysore,
Bangalore

Sir,

I am directed to
acknowledge the receipt
of your letter No. R F. 391-47/Re
dated the 16th October 1945
on the above subject and
to state in reply that
at 3-30 P.M.
25th October 1945, is suitable
for discussing the above
in the chambers of the Minister for
Public Works, Bangalore
questions with the representa-
tives of the Govt. of Madras,
who may be deputed for
this purpose.

I have etc.

copy wc. to the C.R.R. for
information. He may kindly
make it convenient to
be present at the meeting in
the chambers of the Minister for
P.W.

KM 20/10/45 -
WD 03697-GPB-30,000-2-2-40

Secretary Elec. Dept

KM 20/10/45 -
Secretary to Govt
Elec. Dept. 20/10
20/10/45

R. S. App. F. G. 3.

GENERAL AND REVENUE
SECRETARIAT.

(Continuation sheet draft form).

G.O.

23

Subject:- goy Falls Hydro-Electric
Scheme - Supply of
Electricity to the
loaded Sts. in the
Madras Presidency

To Rao Bahadur

by Sundaram ^{M.A.} ^{M.S.S.C.}
C.E. for Electricity,
Govt. of Madras,
Chennai,
Madras.

Dear Sir,

As desired by you
at the meeting in the
Chambers of the Minister
for P.W. on the 25th instant
I herein enclose for your
information a copy of
the letter ^{which was} proposed to
be issued to the Secretary
to the Hon'ble the Resident
in Mysore in the matter

Yours sincerely

Kw 26 10/10

Kw 26 10/10

Kw 26 10/10

Draft put up as per the
personal instructions of
the Secretary.

Kw 26 10/10
Kw 26 10/10

Issued in D.O. NO. E.D.S 863
dated 27th, October, 1945.

Tele ^{gram}
phone

OFFICE OF

IMMEDIATE.

No. 4133
Encls.The Chief Electrical Engineer
to the Govt of Mysore,
Bangalore,

Date 29th October 1945.

To

The Secretary to the Govt. of Mysore,
Electrical Department,
BANGALORE.

Sir,

Subject:-- Jog Falls Hydro-Electric Scheme - Supply of Electricity
to the Ceded Districts in the Madras Presidency.

I have the honour to invite your kind reference to my letter No. 4085 dated the 24th July 1945, on the above subject, and to state that there is a slight error in the schedule of rates mentioned in para 4 thereof, which should read as follows:-

- Rs 3-0-0 per kW of maximum demand per month when the maximum demand does not exceed 1000 kW.) plus an energy charge of .45 of an anna per unit up to 100,000 units.
- Rs 2-12-0 per kW of maximum demand per month for demands exceeding 1000 kW.)

When the consumption is more than 100,000 units per month, the energy charge shall be as follows:-

Exceeding 100,000 Units and up to 150,000 units per month	..	.425 of an anna.	
" 150,000 " 200,000	..	.40	" ✓ .4
" 200,000 " 300,000	..	.375	"
" 300,000 " 500,000	..	.35	"
" 500,000 " 1,000,000	..	.325	" ✓ .3
" 1,000,000 Units. "	..	.30	" ✓

The above rate will be applied so long as the consumption is in excess of 100,000 units per month and the power factor is not less than .8. Further, if the power factor happens to be less than .8 and more than .7, an additional charge of Rs 0-8-0 per kW of maximum demand per month will be levied; and the power supply will be discontinued if the power factor is less than .7 until the power factor is improved to .8 or above.

This tariff is subject to a maximum overall unit charge of .75 of an anna per unit without prejudice to the minimum monthly payment based on maximum demand, if the consumption is less than 120,000 units. When the consumption is in excess of 120,000 units, this tariff is subject to a maximum overall unit charge of .66 of an anna per unit without prejudice to the minimum monthly payment based on maximum demand.

I would request you to kindly incorporate the above correction in your correspondence with the Government of Madras. I regret for this error that has inadvertently crept in.

I have the honour to be,
Sir,
Your most obedient servant,

Chief Electrical Engineer.

MH-CSC.

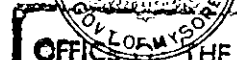
Telegrams:—"GOMED"

Telephone No. { Office: 2416
Residence: 2014

MR. M. HAYATH, B.E., (MECH.), B.S.E.E.
Chief Electrical Engineer.

OFFICE OF THE CHIEF ELECTRICAL ENGINEER,
TO THE GOVT. OF MYSORE.

D. O. No. 4136/9 mel. me.



OFFICE OF THE MINISTER,
FOR PUBLIC WORKS

1 NOV. 1945

No. 24. 309

BANGALORE 31st Octr: 1945.
(S. INDIA)

Dear Sir,

I enclose, herewith, a Memorandum of points discussed with Mr. Sundaram, Chief Engineer for Electricity, Government of Madras, on Thursday the 25th instant and the points on which agreement was arrived at. We may now await a communication from the Government of Madras through the appropriate channel in this behalf before taking any further action.

Yours sincerely,

ML-PNR.

L. Siddappa, Esq., B.A., LL.B.,
Minister for Public Works,
BANGALORE.

L. Siddappa
1/11

Secy P.W.
W.C.

Await further communication from Madras.

L. 1/11
45.

KM 2/11/45



26

BULK SUPPLY FROM MYSORE STATE TO THE
CEDED DISTRICTS.

The following terms were agreed to during the discussions with the Chief Engineer for Electricity, Government of Madras, in the Chamber of the Minister for Public Works, subject to ratification by the Government of Madras *and Mysore*

1. Power Supply:- Mysore agrees to supply Madras for use in the Ceded Districts bulk power at 66 kV, 3-phase, 50-cycles up to 4000 K.W.
2. Point of Supply:- The point of supply will be near Ujjini within Mysore border.
3. Tariff:- Power will be supplied by Mysore on the following tariff.

Demand Charge.

Upto 1000 K.W.	Rs 3 per K.W. per month.
Over 1000 "	Rs 2-12-0 "

Plus-energy charge:

Upto 100,000 units consumption per month.	0.45 anna/unit.
Exceeding 100,000 upto 150,000 units per month.	0.425 "
" 150,000 upto 200,000 per month.	0.40 "
" 200,000 " 300,000 per month	0.375 "
" 300,000 " 500,000 "	0.35 "
" 500,000 " 1,000,000 "	0.325 "
" 1,000,000 "	0.30 "

The above rate will be applied so long as the consumption is in excess of 100,000 units per month and the power factor is not less than .8. Further, if the power factor happens to be less than .8 and more than .7, an additional charge of Re.0-9-0 per kW of maximum demand per month will be levied and the power supply will be discontinued if the power factor is less than .7 until the power factor is ~~man~~ improved to .8 or above. This tariff is subject to a maximum overall unit charge of .75 of an anna per unit without prejudice to the minimum monthly payment based on maximum demand, if the consumption is less than 120,000 units. When the consumption is in excess of 120,000 units, this tariff is subject to a maximum overall unit charge of .66 of an anna per unit without prejudice to the ~~man~~ minimum monthly payment based on maximum demand.

4. Agreement Period:- Period of agreement will be 5 to 8 years it being agreed that the total of power bills payable to Mysore within the period would cover the actual capital investment of Mysore to effect this bulk supply to Madras. Madras has option to stop taking bulk supply as soon as the power bills total Mysore capital investment but not earlier than 5 years from commencement of supply.

Abstract estimates for Mysore capital investment in this behalf will shortly be sent by Mysore. The actual expenditure is expected to be about Rs 13 lakhs.

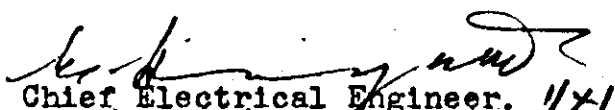
5. Commencement of supply - Penalty:- Power is expected to be made available by Mysore at Ujjini by January 1948. Either party would give notice to the other as soon as it is ready (Mysore to give and Madras to receive supply). If actual supply is not commenced by 1st April 1948 due to unpreparedness of either party, that party will be liable to a penalty at the rate of Rs.10,000/- a month until actual supply commences. The period of agreement commences from date of actual supply.

6. Taxes:- No taxes to be levied by either party on this bulk supply. If any such tax is levied the party so taxed will be reimbursed by the other party.

7. The tie-line between the Jog System and the Tungabhadra System, being of mutual advantage, will be retained permanently after the termination of this agreement. Each party will maintain at its cost the portion of the tie-line in its territory.

8. Draft agreement on the above lines will be prepared by Madras and sent to Mysore for acceptance.

MH-PNR.


Chief Electrical Engineer. 1/1

Telegrams:—"GOMED"

MR. M. HAYATH, B.E., (Mech.), B.S.E.E
Chief Electrical Engineer.



28
Telephone No. { Office: 2416
Residence: 2014

OFFICE OF THE CHIEF ELECTRICAL ENGINEER,
TO THE GOVT. OF MYSORE.

BANGALORE.....31st Octr:.....1945.
(S. INDIA)

D. O. No. 4136-7/Incl. enc.

Dear Sir,

I enclose, herewith, a Memorandum of points

Discussed with Mr. Sundaram, Chief Engineer for
Electricity, Government of Madras, on Thursday
the 25th instant and the points on which agreement
was arrived at. We may now await a communication
from the Government of Madras through the appropriate
channel in this behalf before taking any further
action.

Yours sincerely,

-Sd.- M. Hayath,

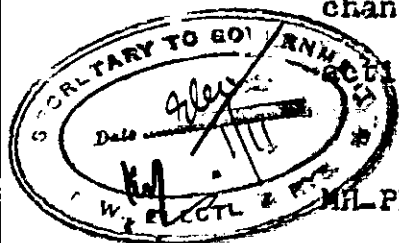
L. Siddappa, Esq., B.A., LL.B.,
Minister for Public Works,
BANGALORE.

Copy of the above is forwarded, with compliments,
to the Secretary to Government, Electrical Department,
Bangalore, with a copy of the note.

Record for the present

10/2/45

M. Hayath
Chief Electrical Engineer. 1/45



29

BULK SUPPLY FROM MYSORE STATE TO THE
CEDED DISTRICTS.

The following terms were agreed to during the discussions with the Chief Engineer for Electricity, Government of Madras, in the Chamber of the Minister for Public Works, subject to ratification by the Government of Madras.

1. Power Supply:- Mysore agrees to supply Madras for use in the Ceded Districts bulk power at 66 kV, 3-phase, 50-cycles up to 4000 K.W.
2. Point of Supply:- The point of supply will be near Ujjini within Mysore border.
3. Tariff:- Power will be supplied by Mysore on the following tariff.

Demand Charge.

Upto 1000 K.W.	Rs 3 per K.W. per month.
Over 1000 "	Rs 2-12-0 "

Plus energy charge:

Upto 100,000 units consumption per month.	0.45 anna/unit.
Exceeding 100,000 upto 150,000 units per month.	0.425 "
" 150,000 upto 200,000 per month.	0.40 "
" 200,000 " 300,000 per month	0.375 "
" 300,000 " 500,000 "	0.35 "
" 500,000 " 1,000,000 "	0.325 "
" 1,000,000 "	0.30 "

The above rate will be applied so long as the consumption is in excess of 100,000 units per month and the power factor is not less than .8. Further, if the power factor happens to be less than .8 and more than .7, an additional charge of Rs.0-8-0 per kW of maximum demand per month will be levied and the power supply will be discontinued if the power factor is less than .7 until the power factor is made improved to .8 or above. This tariff is subject to a maximum overall unit charge of .75 of an anna per unit without prejudice to the minimum monthly payment based on maximum demand, if the consumption is less than 120,000 units. When the consumption is in excess of 120,000 units, this tariff is subject to a maximum overall unit charge of .66 of an anna per unit without prejudice to the minimum monthly payment based on maximum demand.

4. Agreement Period:- Period of agreement will be 5 to 8 years it being agreed that the total of power bills payable to Mysore within the period would cover the actual capital investment of Mysore to effect this bulk supply to Madras. Madras has option to stop taking bulk supply as soon as the power bills total Mysore capital investment but not earlier than 5 years from commencement of supply.

Abstract estimates for Mysore capital investment in this behalf will shortly be sent by Mysore. The actual expenditure is expected to be about Rs 13 lakhs.

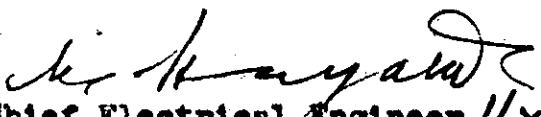
5. Commencement of supply - Penalty:- Power is expected to be made available by Mysore at Ujjini by January 1948. Either party would give notice to the other as soon as it is ready (Mysore to give and Madras to receive supply). If actual supply is not commenced by 1st April 1948 due to unpreparedness of either party, that party will be liable to a penalty at the rate of Rs.10,000/- a month until actual supply commences. The period of agreement commences from date of actual supply.

6. Taxes:- No taxes to be levied by either party on this bulk supply. If any such tax is levied the party so taxed will be reimbursed by the other party.

7. The tie-line between the Jog System and the Tungabhadra System, being of mutual advantage, will be retained permanently after the termination of this agreement. Each party will maintain at its cost the portion of the tie-line in its territory.

8. Draft agreement on the above lines will be prepared by Madras and sent to Mysore for acceptance.

MH-PNR.


Chief Electrical Engineer. 1/11/48

From The Secretary to the Hon'ble the Resident in Mysore.

To The Secretary to the Government of His Highness,
The Maharaja of Mysore, Electrical Department.

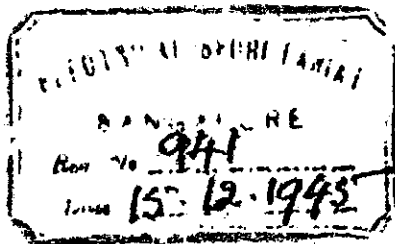
Bangalore, dated 13th December '45

Jog Falls Hydro-Electric Scheme - Supply of electricity to the Ceded Districts in the Madras Presidency.

Sir, f

1. I am directed to refer to the correspondence ending with your letter No.E.D.S.16/C, dated the 20th October 1945 and to forward a copy of letter from the Government of Madras, No.1601-E/45-14, dated the 4th December 1945.

2. The draft agreement referred to in para 2 of the Madras Government's letter will be sent to you on receipt: in the meantime I am to request you kindly to let me know, for intimation to the Government of Madras, whether the Government of Mysore agree to the terms mentioned in para 1 of that letter.



I have the honour to be,
Sir,
Your most obedient servant,

a. e. booke

SECRETARY TO THE RESIDENT.

crc

32 ✓

Copy of letter No.1601-E/45-14, dated the 4-12-45, from the Government of Madras, Public Works Department.

- - -

ELECTRICITY -JOG-FALLS SCHEME - SUPPLY OF
POWER TO THE CEDED DISTRICTS IN THE MADRAS
PRESIDENCY.

-:0:-

Ref : Post copy of your telegram No.364, dated
22-10-45.

With reference to your telegram cited above, I am directed to state that the Chief Engineer for Electricity, Madras met Mr.Siddappa, the Minister for Public Works and Mr.Hayath, the Chief Electrical Engineer of the Mysore Government on the 25th October last at Bangalore and discussed the question of bulk supply of power from the jog scheme to the Ceded Districts. The Chief Engineer for Electricity states that the following terms were agreed to at the meeting subject to ratification by the two Governments:

(1) Power Supply: Mysore agrees to supply Madras, for use in Ceded Districts, Bulk power at 66 K.V.3 Phase 50 Cycles upto 4000 K.W.;

(2) Point of supply. The point of supply will be near Ujjini within Mysore border;

(3) Tariffs. Power will be supplied by Mysore on the following tariff:

Demand charge.

Upto 1000 K.W.

Rs.3/KW/month.

Over 1000 K.W

Rs.2/12/KW/month.

Plus energy charge.

Upto 100,000 units consumption per month 0.45

anna/unit

Exceeding	100,000	upto	150,000	units	per	month.	0.425	"	"
"	150,000	"	200,000	"	"	"	0.40	"	"
"	200,000	"	300,000	"	"	"	0.375	"	"
"	300,000	"	500,000	"	"	"	0.35	"	"
"	500,000	"	1,000,000	"	"	"	0.325	"	"
"	1,000,000	"	...	"	"	"	0.30	"	"

P.T.O.

33 This tariff is subject to a maximum overall unit charge of 0.66 anna per unit without prejudice to the minimum monthly payment based on maximum demand, provided the consumption is in excess of 120,000 units per month. If the consumption is below 120,000 units, the tariff is subject to a maximum overall unit charge of 0.75 anna per unit without prejudice to the minimum monthly payment based on maximum demand.

Power Factor to be not less than 0.8.

If the power factor is less than 0.8 and more than 0.7, an additional charge of 8 annas per K.W. of maximum demand per month would be levied. Power supply would be discontinued if the Power Factor is less than 0.7 until it is improved to 0.8 or above.

(4) Agreement period. Period is to be 5 to 8 years, it being agreed that the total of power bills payable to Mysore within the period would cover the actual capital investment of Mysore to effect this bulk supply to Madras. The Madras Government is to have the option to stop taking bulk supply as soon as the power bills total Mysore Capital investment but not earlier than 5 years from commencement of supply. (Abstract estimates for Mysore Capital investment in this behalf is to be sent by Mysore. Actual expenditure is expected not to exceed Rs.13 lakhs.)

(5) Commencement of supply - Penalty. Power is expected to be made available by Mysore at Ujjini by January, 1948. Either party is to give notice to the other as soon as it is ready, (Mysore to give and Madras to receive supply). If actual supply is not commenced by 1st April 1948, due to the unpreparedness of either party, that party will be liable to a penalty at the rate of Rs.10,000/- a month until actual supply commences. The period of agreement is to commence from the date of actual supply.

(6) Taxes. No taxes are to be levied by either party on this bulk supply. If any such tax is levied, the party so taxed is to be reimbursed by other party.

(7) The tie line between the Jo: System and the Tungabhadra System, being of mutual advantage, is to be retained permanently after the termination of the agreement, each party

(Contd.)

maintaining at its cost the portion of the line in its territory. 34

(2) Draft agreement embodying the above conditions is to be prepared by the Madras Government and sent to the Mysore Government for acceptance.

2. I am to state that the Madras Government agree to the conditions, mentioned in para 1 above, and to request that the ratification of the terms by the Mysore Government may be kindly obtained and intimated to the Madras Government at an early date. A draft agreement embodying the conditions mentioned in para 1 above is being drafted by the Chief Engineer for Electricity, Madras and will be forwarded to the Mysore Government for acceptance as soon as possible.

Sd/-
for SECRETARY TO GOVERNMENT.

/copy/
LVG:

34

Copy of letter No.1601-B/45-14, dated the 4th December 1945,
from the Government of Madras, Public Works Department.

Electricity - Jog Falls Scheme - Supply of Power to
the Ceded Districts in the Madras Presidency.

Reference:- Post copy of your telegram No.364, dated
22nd October 1945.

With reference to your telegram cited above, I am directed to state that the Chief Engineer for Electricity, Madras met Mr. Siddappa, the Minister for Public Works and Mr. Hayath, the Chief Electrical Engineer of the Mysore Government on the 25th October last at Bangalore and discussed the question of bulk supply of power from the Jog Scheme to the Ceded Districts. The Chief Engineer for Electricity states that the following terms were agreed to at the meeting subject to the ratification by the two Governments.

(1) Power Supply: Mysore agrees to supply Madras for use in Ceded Districts, bulk power at 66 KV. 3 phase 50 Cycles up to 4000 K.W.

(2) Point of supply: The point of supply will be near Ujjini within Mysore border;

(3) Tariffs: Power will be supplied by Mysore on the following tariffs.

Demand Charge.

Up to 1000 K.W.
Over 1000 K.W.

Rs 3/- K.W./ month.
Rs 2/12/-/KW./month.

Plus energy charge.

	Up to 100,000 units consumption per month	0.45 anna/unit	
Exceeding	100,000 up to 150,000 units per month	0.425 "	"
"	150,000 " 200,000 " " "	0.40 "	"
"	200,000 " 300,000 " " "	0.375 "	"
"	300,000 " 500,000 " " "	0.35 "	"
"	500,000 " 1,000,000 " " "	0.325 "	"
"	1,000,000 " - " " "	0.30 "	"

This tariff is subject to a maximum overall unit charge of 0.66 anna per unit without prejudice to the minimum monthly payment based on maximum demand, provided the consumption was in excess of 120,000 units per month. If the consumption is below 120,000 units, the tariff is subject to a maximum overall unit charge of 0.75 anna per unit without prejudice to the minimum monthly payment based on maximum demand.

Power Factor to be not less than 0.8.

If the power factor is less than 0.8 and more than 0.7 an additional charge of 8 annas per K.W. of maximum demand per month would be levied. Power supply would be discontinued if the power factor is less than 0.7 until it is improved to 0.8 or above.

(4) Agreement period. Period is to be 5 to 8 years, it being agreed that the total of power bills payable to Mysore within the period would cover the actual capital investment of Mysore to effect this bulk supply to Madras. The Madras Government is to have the option to stop taking bulk supply as soon as the power bills total Mysore Capital investment but not earlier than 5 years from commencement of supply. (Abstract estimates for Mysore Capital investment in this behalf is to be sent by Mysore. Actual expenditure is expected not to exceed Rs 13 lakhs).

(5) Commencement of supply - Penalty. Power is expected to be made available by Mysore at Ujjini by January 1948. Either party is to give notice to the other as soon as it is ready, (Mysore to give and

and Madras to receive supply). If actual supply is not commenced by 1st April 1948, due to the unpreparedness of either party, that party will be liable to a penalty at the rate of Rs 10,000/- a month until actual supply commences. The period of agreement is to commence from the date of actual supply.

(6) Taxes. - No taxes are to be levied by either party on this bulk supply. If any such tax is levied, the party so taxed is to be reimbursed by other party.

(7) The tie line between the Jog System and the Tungabhadra System, being of mutual advantage, is to be retained permanently after the termination of the agreement, each party maintaining at its cost the portion of tie line in its territory.

(8) Draft agreement embodying the above conditions is to be prepared by the Madras Government and sent to the Mysore Government for acceptance.

2. I am to state that the Madras Government agree to the conditions mentioned in para 1 above, and to request that the ratification of the terms by the Mysore Government may be kindly obtained and intimated to the Madras Government at an early date. A draft agreement embodying the conditions mentioned in para 1 above is being drafted by the Chief Engineer for Electricity, Madras and will be forwarded to the Mysore Government for acceptance as soon as possible.

Immediate-----

No.EDS. 1254

Dated Bangalore,

th
20 December 1945

Copy of the above, is forwarded, with compliments, to the Chief Electrical Engineer, for remarks.

ENC
16/12/45
For Secretary to Government,
Electrical Department.

A.N.

GOVERNMENT OF MYSORE

Chief Electrical Engineer,

No. 17180.

OFFICE OF to the Government of Mysore.

Encls.

To

Mr. V. J.

Kw

Date 24th December 45.

The Secretary to Government,
Electrical Department,
BANGALORE.

BANGALORE

Ref No. 1032

Issued 27-12-1945

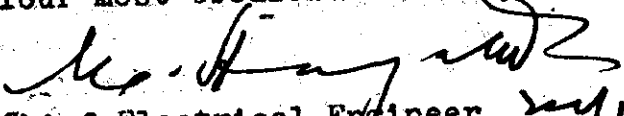
Sir,

Electricity - Jog Falls Scheme - Supply of
power to the Ceded Districts in the Madras
Presidency.

With reference to your letter No. EDS.1254, dated the 20th December 45, forwarding a copy of the letter received from the Government of Madras, Public Works Department, I have the honour to invite your kind reference to my D.O.No.4136-7, dated 31st October 45, enclosing a copy of the note of discussions we had in the Chambers of the Minister for Public Works, and to state that the terms & conditions mentioned in the above letter, under reply, are identical to those that have been sent in my note referred to above. I therefore request that the terms referred to may be ratified and the Government of Madras be requested to forward the draft agreement at an early date. Meanwhile, they be requested to intimate us whether we could go ahead with our plans for arranging the power supply as required by them pending signing of the agreement, as

the terms of the agreement have been agreed to, so
so that necessary preliminary work may be done by
us to be ready for making power available by 1st
January 1948 without fail.

I have the honour to be,
Sir,
Your most obedient servant.


Chief Electrical Engineer. 20/12

MH-PNR

No.RF.391-45/Pol.

From The Secretary to the Hon'ble the Resident in Mysore
To: The Secretary to the Government of His Highness
the Maharaja of Mysore, Electrical Department.

Dated Bangalore 5th Feby. 1945.

W.V.D.
See Jog Falls Hydro-Electric Scheme - Supply
of electricity to the Ceded Districts in
the Madras Presidency.

Sir,

I am directed to refer to paragraph 2 of my letter
No.RF.391-45/Pol., dated the 13th December 1945, and to
forward a copy of the draft agreement received from the
Government of Madras.

2. If the Government of Mysore accept the draft, I am
to request that three copies of it may kindly be sent to
this Residency. The Hon'ble the Resident will then
apply for His Excellency the Crown Representative's approval
of the agreement.

I have the honour to be,

Sir,

Your most obedient servant,

as to whom
Secretary to the Resident.

either in whole or in part owing to any strikes, riots, insurrections, lawful command of a Civil or Military authority, fire, explosion, act of God or any other cause reasonably beyond control the minimum charge or guarantee under this agreement shall be reduced in proportion to the ability of the consumer to take supply.

4. For the purpose of registering the electrical energy taken and the demand in kilowatts made by the consumer under this agreement there shall be provided by the supplier one suitable 66,000 volt metering equipment at the point of supply/which shall be the property of and be kept in repair and calibrated by the supplier. Meter rent shall be charged in accordance with the rules from time to time in force in the Department of Electricity of the supplier. ✓

5. The consumer may at his own expense install check meters at the metering point of the supplier.

6. The meters belonging to the supplier shall be kept properly sealed by the supplier and the meters belonging to the consumer shall be kept properly sealed by the consumer. The meters shall not be interfered with by either party except after due intimation to the other party.

7. The readings of the said meters installed by the supplier shall be taken by the accredited representatives of the supplier at or as near noon as practicable on the last day of each calendar month and the readings so taken shall be binding and conclusive between the supplier and the consumer as to the amount of electrical energy supplied to the consumer. The consumer's representative may arrange to be present at the time of the readings. In the event of any meter being found defective and a check meter not having been installed the power consumed for the period during which the meter was defective shall be determined by taking the daily average consumption for the previous period of supply not exceeding three months.

8. Once in every year the meters shall be calibrated and standardised if considered necessary by the supplier, in the presence of a representative of the consumer.

Adjustments in bills will be made for error at average load and power factor of the consumer, when the meter is found to be incorrect during annual periodical tests, for a preceding period of three months unless there is evidence for adopting a different period.

9. Either party to this agreement may at any time and after notice to the other party have a special test carried out of any or all the meters belonging to the supplier above mentioned at a place to be fixed by mutual agreement. The meter or meters so tested shall be deemed to be correct if as a result of such test the meter or meters are found to vary within the limits prescribed by the Indian Electricity Rules, 1937, or any statutory modification thereof for the time being in force. If the mean error be found to be more than that prescribed by the said Indian Electricity Rules or any statutory modification thereof for the time being in force the supplier will deduct from or add to the account of the preceding period of three months an amount equivalent to the error.

The expenses of such test shall be borne by the supplier in the event of the account requiring any adjustment as hereinbefore mentioned. If no adjustment of the account is necessary as a consequence of such special test the party at whose instance the test was conducted shall bear the costs of such tests.

10. The rates to be charged by the supplier at the point of supply under this agreement will be in accordance with the high tension tariff set out below:-

Class and total monthly consumption in K.W.H.		Rate per K.W.H. Anna.	Rate per K.W. of maximum demand per month.
I.	Upto 100,000	0.450	Upto 1000
II.	Exceeding 100,000 and upto 150,000	0.425	KW .. Rs.3/-
III.	150,000 ,, 200,000	0.400	
IV.	200,000 ,, 300,000	0.375	PLUS 1000 KW and
V.	300,000 ,, 500,000	0.350	over .. Rs.2/12/-
VI.	500,000 ,, 1,000,000	0.325	
VII.	1,000,000	0.300	

The above tariff is subject to a maximum overall unit charge of 0.66 anna per unit without prejudice to the minimum monthly payment defined in clause 13, provided the consumption is in excess of 120,000 units per month. If the consumption is below 120,000 units per month, the tariff is subject to a maximum overall unit charge of 0.75 anna per unit without prejudice to the minimum monthly payment defined in clause 13.

11. For the purpose of this agreement the maximum demand of supply to the consumer for each month shall be the maximum demand at the point of supply during any consecutive thirty minutes in the month.

12. Maximum demand charges for any month and at the point of supply shall be based on the average monthly maximum KW demand for the previous calendar months commencing from January of each year and ending with the month in question always provided that this average be not less than the average demand chargeable for any previous month in the calendar year in which case the higher figure will be taken as the basis for payment. For the first calendar year of service the demand charge for any month will be based on the average of the monthly demands for all the months commencing with the month of commencement of supply and ending with the month in question with the same proviso as aforementioned. The demand charge for the first month of operation will correspond to the maximum demand for that month.

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The demand payment will be fixed monthly charge whether energy is consumed or not and shall constitute the ~~max~~ minimum monthly payment.

13. The power factor of the plant and apparatus owned by the consumer at the point of supply shall not be less than 0.8. Should the power factor be below 0.8 it is liable to a penalty of 8 annas (eight annas) per K.W. of monthly demand while if the power factor drops below 0.7 it must be brought up by methods approved by the Engineers of the supplier, failing which the service may be discontinued. For purposes of this clause the power factor shall be that determined during the half hour of maximum demand on any working day in the month.

14. The supplier and the consumer agree that no tax shall be levied by either of them on the other in respect of the supply under this agreement. If any such tax is levied, the party so taxed shall be reimbursed by the other party.

15. The supplier shall within fifteen days after the expiration of each calendar month deliver to the consumer an account stating the number of units supplied to the consumer by the supplier in accordance with the readings of the said meters and the amount payable therefor as also the amount payable in respect of the maximum demand charge and other charges if any payable by the consumer to the supplier and the consumer shall pay the same within thirty days from the delivery of such account. Provided that the supplier shall be at liberty to charge interest at the rate of 7 per cent (seven per cent) per annum on the amounts of such bills as are not paid within the abovesaid period of 30 days in addition to and without prejudice to the other rights of the supplier herein contained.

16. If the payments herein provided for or any part thereof shall be unpaid for the space of thirty days next after any of the days whereon the same ought to have been paid as aforesaid or if the consumer shall not in all things perform and observe the ~~conditions herein contained and on the part of the consumer to be observed~~ and performed then and in such cases and in addition to any other right or power possessed by the supplier the supplier shall be at liberty at any time thereafter notwithstanding that the supplier may not have taken advantage of any previous breach or default or event of a like nature at its choice to suspend all further supply of electrical energy under this agreement or to discontinue the supply once for all. Such suspension of the supply of electrical energy shall not relieve the consumer of his liability to pay the minimum charge and the guaranteed revenue provided for herein nor shall such discontinuance affect any right, claim, demand or power, which may have accrued to the supplier.

17. In consideration of the supplier constructing the 66000 volts transmission line from the supplier's present terminal at Devanagere to the point of supply and supplying electrical energy to the consumer the consumer guarantees to the supplier that the revenue arising from bills for the sale of power to the consumer during the period of this agreement shall not be less than the actual capital investment incurred by the supplier to effect the bulk supply to the consumer under this agreement. The actual ~~ex~~ capital investment aforesaid is expected to be about Rs.13 lakhs (thirteen lakhs). Should the revenue during the period of this agreement be less than the actual capital investment incurred by the supplier the consumer shall be required to pay to the supplier at the end of the period of this agreement and along with the payment of the last bill for consumption of energy supplied to the consumer during the period of this agreement, the difference in total revenue received during the period of this agreement and the guaranteed amount of actual capital investment incurred by the supplier.

18. The supplier shall give notice to the consumer as soon as the supplier is ready to give supply under this agreement and the consumer shall give notice to the supplier as soon as the consumer is ready to take supply. If supply of electrical energy under this agreement is not commenced by the first day of April one thousand nine hundred and fortyeight owing to the supplier being unprepared

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to give supply or the consumer being unprepared to receive such supply, the party who is unprepared shall pay to the other of them a penalty at the rate of Rs.10,000 (ten thousand) a month from the first day of April one thousand nine hundred and fortyeight until actual commencement of supply under this agreement.

19. This agreement shall subject as hereinbefore provided be and remain in force for a period of eight years from the date of commencement of supply of electrical energy under this agreement. The consumer shall however be at liberty to determine this agreement and stop taking supply thereunder at any time after five years from the date of commencement of supply as soon as the total revenue arising ~~fx~~ from the bills for the sale of power to the consumer from the date of commencement of supply is equivalent to the actual capital investment incurred by the supplier to effect the bulk supply to the consumer under this agreement.

At the request of the consumer this agreement may be extended beyond the period of eight years for a further period to be mutually agreed upon by the supplier and the consumer.

20. The Jog Hydro-Electric system of the supplier and the Tungabhadra Hydro-Electric system of the consumer may be operated in parallel provided that should such parallel operation affect, prejudicially the operation of ~~any~~ either of the systems then the two systems may be separated at a substation to be mutually agreed upon between the supplier and the consumer.

The supplier and the consumer agree to retain permanently after the expiration of this agreement the line of the supplier from Devangere to Ujjini and that of the consumer from Ujjini to the Tungabhadra Hydro-Electric system of the consumer respectively. Each party shall maintain at its or his own expense the portion of the tie line lying within its or his territory.

The interchange of power between the Jog Hydro-Electric system of the supplier and the Tungabhadra Hydro-Electric system of the consumer shall be on terms and conditions to be mutually agreed upon therefor by the supplier and the consumer at a later date.

21. Any dispute or difference arising between the supplier and the consumer or their respective electrical engineers as to the supply of electrical energy or the pressure thereof or as to the rates of supply or as to the interpretation of this agreement or the right of the supplier or the consumer to determine the same or any other question, matter or thing arising hereunder, shall be referred to a single arbitrator to be mutually agreed upon by both the parties and the arbitrator's decision thereon shall be final and binding on both the parties.

IN WITNESS WHEREOF the Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department, for the time being Mr. for and on behalf of
the Government of His Highness the Maharaja of Mysore and
Chief Engineer for Electricity to the

Government of Madras for and on behalf of and by the order and direction of His Excellency the Governor of Madras have hereunto set their hands.

Signed by the abovenamed
in the presence of

1.

Secretary to the Government
of His Highness the Maharaja of Mysore,
Electrical Department.

2.

Signed by the abovenamed
in the presence of

Chief Engineer for Electricity
to the Government of Madras.

a.

2.

True Copy / By Order.

S. K. [Signature]
Superintendent. 29/1/46
R

G. R. S. App. F. G. 3.

GENERAL AND REVENUE
SECRETARIAT.

(Continuation sheet draft form).

SDS 1790 dt 14.2.1946
encl: 1 e Draft signed. 1

Subject - Gov Falls Hydro-
Scheme. - 2. - 1. -
reference to the
referred list is to
the Hydro-2005 Pres.

To

The Chief Electrical Engineer,
Bangalore

Sir,

With reference to your
letter No. 12180 dated the 24th
December 1945 on the above
subject, I am directed to
forward herewith a copy
of the ^{draft} agreement received
from the Govt. of Madras
in the matter and to
request that your remarks
thereon may kindly be
furnished very early.

I have etc.

12/2/46
Secretary to Govt.
Electrical Dept.
12/2/46

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AGREEMENT made this.....day of.....
one thousand nine hundred and forty..... BETWEEN the Govern-
ment of His Highness the Maharaja of Mysore (hereinafter called
the 'Supplier' which expression shall where the context so
admits include its successors and assigns) represented by the
Secretary to the said Government, Electrical Department for
the time being Mr..... of the one part
AND His Excellency the Governor of Madras in the exercise of
the executive authority of the Province of Madras (hereinafter
called the 'consumer' which expression shall where the context
so admits include his successors in office and assigns) of the
other part.

WHEREAS the Consumer has requested the Supplier to
furnish to him a supply of electrical energy up to 4000 K.W. in
bulk at the point hereinafter mentioned for the purpose of
distribution by the consumer in the Ceded Districts of the
Province of Madras and for any other purposes for which the
consumer may require such energy;

AND WHEREAS the supplier has agreed to supply such energy
to the consumer for the period and upon the terms and conditions
hereinafter set forth;

NOW THESE PRESENTS WITNESS that the parties have agreed
in manner following, that is to say:-

1. The supplier agrees to supply to the consumer electrical
energy up to 4000 K.W. in bulk at the point hereinafter men-
tioned on 3 phase 50 cycles alternating current system at a
normal pressure of 66000 volts.

In the event of the consumer requiring at any time a
supply of more than 4000 K.W. such additional supply as the
supplier may agree to afford may be made by the supplier to
the consumer.

2. The point of supply shall be at a place to be mutually

mutually agreed upon near Ujjini, Bellary District but within the border of the Mysore territory and a 66 K.V. line shall be run from the supplier's present terminal at Davangere to the point of supply at the expense of the supplier who will at its expense lay, fit up, maintain, supervise and keep in repair suitable and proper cables and other apparatus for such delivery and for metering at the point of supply.

3. The supplier will take all reasonable precautions to ensure a supply of power to the consumer and the due continuity of such supply with as little variation of voltage and frequency as is reasonably practicable, but the supplier shall not be liable to the consumer for any loss due to interruption in the supply of power by reason of cutting off of or damage to any wires or works of the supplier due to war, mutiny, riot, or strike or by reason of earthquake, hurricane, or tempest, or of any accident or causes not within the control of the supplier, provided always that the supplier shall give notice as early as possible of the probable duration of any interruption in supply due to any of the aforesaid causes and will use every practicable means to make the period of interruption as short as possible.

If at any time the consumer is prevented from receiving and using the electrical energy to be supplied under this agreement either in whole or in part owing to any strike, riots, insurrections, lawful command of a Civil or Military authority, fire, explosion, act of God or any other cause reasonably beyond control the minimum charge or guarantee under this agreement shall be reduced in proportion to the ability of the consumer to take supply.

4. For the purpose of registering the electrical energy taken and the demand in kilowatts made by the consumer under this agreement there shall be provided by the supplier one suitable 66,000 volt metering equipment at the point of supply.

supply which shall be the property of and be kept in repair and calibrated by the supplier. Meter rent shall be charged in accordance with the rules from time to time in force in the Department of Electricity of the supplier.

5. The consumer may at his own expense install check meters at the metering point of the supplier.

6. The meters belonging to the supplier shall be kept properly sealed by the supplier and the meters belonging to the consumer shall be kept properly sealed by the consumer. The meters shall not be interfered with by either party except after due intimation to the other party.

7. The readings of the said meters installed by the supplier shall be taken by the accredited representatives of the supplier at or as near noon as practicable on the last day of each calendar month and the readings so taken shall be binding and conclusive between the supplier and the consumer as to the amount of electrical energy supplied to the consumer. The consumer's representative may arrange to be present at the time of the readings. In the event of any meter being found defective and a check meter not having been installed the power consumed for the period during which the meter was defective shall be determined by taking the daily average consumption for the previous period of supply (not exceeding three months).

8. Once in every year the meters shall be calibrated and standardised, if considered necessary by the supplier, in the presence of a representative of the consumer.

Adjustments in bills will be made for error at average load and power factor of the consumer, when the meter is found to be incorrect during annual periodical tests, for a preceding period of three months unless there is evidence for adopting a different period.

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9. Either party to this agreement may at any time and after notice to the other party have a special test carried out of any or all the meters belonging to the supplier above mentioned at a place to be fixed by mutual agreement. The meter or meters so tested shall be deemed to be correct if as a result of such test the meter or meters are found to vary within the limits prescribed by the Indian Electricity Rules, 1937, or any statutory modification thereof for the time being in force. If the mean error be found to be more than that prescribed by the said Indian Electricity Rules or any statutory modification thereof for the time being in force the supplier will deduct from or add to the account of the preceding period of three months an amount equivalent to the error. The expenses of such test shall be borne by the supplier in the event of the account requiring any adjustment as hereinbefore mentioned. If no adjustment of the account is necessary as a consequence of such special test the party at whose instance the test was conducted shall bear the costs of such tests.

10. The rates to be charged by the supplier at the point of supply under this agreement will be in accordance with the high tension tariff set out below:-

Class and total monthly consumption in K.W.H.		Rate per K.W.H. Anna.	Rate per K.W. of maximum demand per month.
I.	Up to 1,00,000	0.450	Up to 1000 KW. Rs 3/- 1000 KW and over Rs 2/12/-
II.	Exceeding 1,00,000 and up to 150000	0.425	
III.	" 1,50,000 " 2,00,000	0.400	
IV.	" 2,00,000 " 3,00,000	0.375	
V.	" 3,00,000 " 5,00,000	0.350	
VI.	" 5,00,000 " 1,00,00,000	0.325	
VII.	" 1,00,00,000	0.300	

The above tariff is subject to a maximum overall unit charge of 0.66 anna per unit without prejudice to the minimum monthly payment defined in clause 13, provided the consumption is in excess of 1,20,000 units per month. If the consumption is below

below 1,20,000 units per month, the tariff is subject to a maximum overall unit charge of 0.75 annas per unit without prejudice to the minimum monthly payment defined in clause 13.

11. For the purpose of this agreement the maximum demand of supply to the consumer for each month shall be the maximum demand at the point of supply during any consecutive thirty minutes in the month.

12. Maximum demand charges for any month and at the point of supply shall be based on the average monthly maximum KW demand for the previous calendar months commencing from January of each year and ending with the month in question always provided that this average be not less than the average demand chargeable for any previous month in the calendar year in which case the higher figure will be taken as the basis for payment. For the first calendar year of service the demand charge for any month will be based on the average of the monthly demands for all the months commencing with the month of commencement of supply and ending with the month in question with the same proviso as aforementioned. The demand charge for the first month of operation will correspond to the maximum demand for that month.

The demand payment will be a fixed monthly charge whether energy is consumed or not and shall constitute the minimum monthly payment.

13. The power factor of the plant and apparatus owned by the consumer at the point of supply shall not be less than 0.8. Should the power factor be below 0.8, it is liable to a penalty of 8 annas (eight annas) per K.W. of monthly demand while if the power factor drops below 0.7 it must be brought up by methods approved by the Engineers of the supplier, failing which the service may be discontinued. For purposes of this clause the power factor shall be that determined during the half hour of maximum demand of any working day in the month.

14. The supplier and the consumer agree that no tax shall be levied by either of them on the other in respect of the supply under this agreement. If any such tax is levied, the party so taxed shall be reimbursed by the other party.

15. The supplier shall within fifteen days after the expiration of each calendar month deliver to the consumer an account stating the number of units supplied to the consumer by the supplier in accordance with the readings of the said meters and the amount payable therefor as also the amount payable in respect of the maximum demand charge and other charges if any payable by the consumer to the supplier and the consumer shall pay the same within thirty days from the delivery of such account. Provided that the supplier shall be at liberty to charge interest at the rate of 7 per cent (seven per cent) per annum on the amounts of such bills as are not paid within the abovesaid period of 30 days in addition to and without prejudice to the other rights of the supplier herein contained.

16. If the payments herein provided for or any part thereof shall be unpaid for the space of thirty days next after any of the days whereon the same ought to have been paid as aforesaid or if the consumer shall not in all things perform and observe the conditions herein contained and on the part of the consumer to be observed and performed then and in such cases and in addition to any other right or power possessed by the supplier the supplier shall be at liberty at any time thereafter notwithstanding that the supplier may not have taken advantage of any previous breach or default or event of a like nature at its choice to suspend all further supply of electrical energy under this agreement or to discontinue the supply once for all. Such suspension of the supply of electrical energy shall not relieve the consumer of his liability to pay the minimum charge and the guaranteed revenue provided for herein nor shall

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shall such discontinuance affect any right, claim, demand or power which may have accrued to the supplier.

17. In consideration of the supplier constructing the 66000 volts transmission line from the supplier's present terminal at Davangere to the point of supply and supplying electrical energy to the consumer the consumer guarantees to the supplier that the revenue arising from bills for the sale of power to the consumer during the period of this agreement shall not be less than the actual capital investment incurred by the supplier to effect the bulk supply to the consumer under this agreement. The actual capital investment aforesaid is expected to be about Rs 13 lakhs (thirteen lakhs). Should the revenue during the period of this agreement be less than the actual capital investment incurred by the supplier the consumer shall be required to pay to the supplier at the end of the period of this agreement and along with the payment of the last bill for consumption of energy supplied to the consumer during the period of this agreement, the difference in total revenue received during the period of this agreement and the guaranteed amount of actual capital investment incurred by the supplier.

18. The supplier shall give notice to the consumer as soon as the supplier is ready to give supply under this agreement and the consumer shall give notice to the supplier as soon as the consumer is ready to take supply. If supply of electrical energy under this agreement is not commenced by the first day of April one thousand nine hundred and fortyeight owing to the supplier being unprepared to give supply or the consumer being unprepared to receive such supply, the party who is unprepared shall pay to the other of them a penalty at the rate of Rs 10,000 (ten thousand) a month from the first day of April one thousand nine hundred and fortyeight until actual commencement of supply under this agreement.

19. This agreement shall subject as hereinbefore provided be and remain in force for a period of eight years from the date of commencement of supply of electrical energy under this agreement. The consumer shall however be at liberty to determine this agreement and stop taking supply thereunder at any time after five years from the date of commencement of supply as soon as the total revenue arising from the bills for the sale of power to the consumer from the date of commencement of supply is equivalent to the actual capital investment incurred by the supplier to effect the bulk supply to the consumer under this agreement.

At the request of the consumer this agreement may be extended beyond the period of eight years for a further period to be mutually agreed upon by the supplier and the consumer.

20. The Jog-Hydro-electric system of the supplier and the Tungabhadra Hydro-electric system of the consumer may be operated in parallel provided that should such parallel operation affect prejudicially the operation of either of the systems then the two systems may be separated at a substation to be mutually agreed upon between the supplier and the consumer.

The supplier and the consumer agree to retain permanently after the expiration of this agreement the line of the supplier from Davangere to Ujjini and that of the consumer from Ujjini to the Tungabhadra Hydro-electric system of the consumer respectively. Each party shall maintain at ~~its~~^{its} or his own expense the portion of the tie line lying within its or his territory.

The interchange of power between the Jog Hydro-electric system of the supplier and the Tungabhadra Hydro-electric system of the consumer shall be on terms and conditions to be mutually agreed upon therefor by the supplier and the consumer at a later date.

21. Any dispute or difference arising between the supplier

supplier and the consumer or their respective electrical engineers as to the supply of electrical energy or the pressure thereof or as to the rates of supply or as to the interpretation of this agreement or the right of the supplier or the consumer to determine the same or any other question, matter or thing arising hereunder, shall be referred to a single arbitrator to be mutually agreed upon by both the parties and the arbitrator's decision thereon shall be final and binding on both parties.

IN WITNESS WHEREOF the Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department, for the time being Mr..... for and on behalf of the Government of His Highness the Maharaja of Mysore and..... Chief Engineer for Electricity to the Government of Madras for and on behalf of and by the order and direction of His Excellency the Governor of Madras have hereunto set their hands.

Signed by the abovenamed)
in the presence of)

- 1.
- 2.

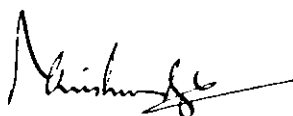
Secretary to the Government
of His Highness the Maharaja of Mysore
Electrical Department.

Signed by the abovenamed)
in the presence of)

- 1.
- 2.

Chief Engineer for Electricity
to the Government of Madras.

"C O P Y"



For Secretary to Government,
Electrical Department.



OFFICE OF THE CHIEF ELECTRICAL ENGINEER

TELEGRAPHIC ADDRESS:
"GOMED"

Bangalore, 21st FEBRUARY 1946.
(MYSORE, S. INDIA.)

CODES USED
BENTLEY'S LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPH CODE.

To

The Secretary to the Government of Mysore,
His Highness the Maharaja of Mysore,
Electrical Department, BANGALORE.

Sir,

Sub: Jog Falls Hydro-Electric Scheme - Supply of
electricity to the Ceded Districts in the
Madras Presidency.

With reference to your letter No. EDS.1790 dated the 14th Feb.,
1946 forwarding a copy of the draft agreement received from the
Government of Madras on the above subject, I have the honour to
state as follows:-

Pre-ample:- This may kindly be referred to the Legal Department for opinion.

CLAUSE 1 : Sub-para (i):- This may be accepted.

Sub-para (ii):- While we agree to supply any additional power required by the Government of Madras, the question of payment as contemplated in Clause 19 should not act unfavourable to us by the supply of additional power required. Therefore, I feel that the Sub-para should be modified as follows:-

"In the event of the consumer requiring at any time a supply of more than 4000 kW., such additional supply as the supplier may agree to afford may be made by the supplier to the consumer on terms and conditions to be mutually agreed upon".

CLAUSE 2:- The word "single" may be added between "and a" and "66 K.V." in the 2nd line on Page 2.

CLAUSE 3 : Sub-para (i):- This may be accepted.

Sub-para (ii):- Words "of the consumer" to be inserted between the words "control" and "the minimum" in line 6, and at the end addition to be made "without prejudice to the payment referred to under Clauses 17 & 19"

CLAUSES 4, 5 & 6:- May be accepted.

CLAUSE 7:- The following may be added at the end of the Clause:

"The meter or meters shall be deemed to be correct if as a result of test the meter or meters are found to vary within the limits prescribed by the Indian Electricity Rules 1937 or any statutory modification thereof for the time being in force".

CLAUSE 8 : Sub-para (i):- This may be accepted.

Sub-para (ii):- The following addition may be made for this Sub-para:-

P. T. O.

56
- 2 -
sub-para:-

"The meter or meters shall be deemed to be correct if as a result of test the meter or meters are found to vary within the limits prescribed by the Indian Electricity Rules 1937 or any statutory modification thereof for the time being in force".

CLAUSE 9:- This may be accepted.

CLAUSE 10:- Words "for the power supply" be added between "supplier" and "at the point of" in line 1 of this clause.

The "clause 13" referred to under lines 7 & 11^o should be "clause 12".

CLAUSES 11 & 12:- The Government of Madras have suggested a 30 minutes interval for determining the maximum demand. The department has entered into an agreement with the Kolar Gold Fields on a similar maximum demand basis and the time interval allowed is ten minutes and, therefore, to be in conformity with the agreements entered into with this department, the Clauses 11 & 12 proposed by the Government of Madras are modified as follows:-

"Clause 11:- For the purpose of this agreement the maximum demand of supply to the consumer for each month shall be six times the B.O.T. Units (kilowatt hours) supplied during any ten minute interval and the maximum demand shall be the highest of such demand occurring during the calendar month."

"Clause 12:- (i) Maximum demand charges for any month and at the point of supply shall be maximum kilowatt demand as determined in accordance with Clause 11 for the previous calendar months commencing from January of each year and ending with the month in question. For the first calendar year of service the demand charge for any month will be based on the maximum kilowatt demands for the months commencing with the month of commencement of supply and ending with the month in question. The demand charge for the first month of operation will correspond to the maximum demand for that month.

(ii) The demand payment will be a fixed monthly charge whether energy is consumed or not and shall constitute the minimum monthly payment."

CLAUSE 13:- The last sentence of this clause be modified as follows: to be in conformity with Clauses 11 & 12:-

"For purposes of this clause the power factor shall be that determined during any ten minute interval of any working day in the month".

An additional Clause is necessary as has been inserted by us as Clause 15 in the draft agreement for "Power Supply to Silk Filatures at Kollegal" - vide this office No. 4043 dated 13/14-8-1945. The clause may be called as 13 (A) or the clauses may be re-numbered after ~~its~~ it is finally accepted by the Government of Madras:-

Control
Dept

Supply of "Clause 13 (A):- The supplier reserves the right to dis-continue power for purposes of testing for a period not exceeding one hour once every month and also at any other time if it should appear necessary for the supplier to test any portion of the plant in order to secure subsequent continuity of supply or for the purpose of connecting new machinery. These monthly stoppages may at the option of the Supplier be extended on due notice to six hours once every six months. No reduction of the monthly minimum charges shall be claimed by the Consumer on this account".

57

CLAUSES 14, 15 & 16:- May be accepted.

CLAUSE 17:- Add the following between the words "supply" and "and supplying" in line 3:-

"and installation of equipment at Bhadravati to effect the said supply".

CLAUSE 18:- May be accepted.

CLAUSE 19:- Sub-para (i):- Substitute the word "provided" in place of the words "as soon as" occurring in line 6.

Sub-para (ii):- Add the words "on terms and conditions" between "period" and "to be" in lines 2 & 3.

CLAUSE 20:- May be accepted.

Submitted
privately
CLAUSE 21:- After some discussions the Government of Madras have accepted the arbitration clause as provided for under Clause 21 of the draft agreement for "Power Supply to Silk Filatures at Kollegal" - vide this office No.4043 dated 13/14-8-1945. It is not understood as to why the same should not be inserted in the present agreement also. However, I leave this to the Legal Department of Government for such modification as they consider it necessary.

I am enclosing herewith a copy of the draft agreement as amended in accordance with my above suggestions for favour of further needful.

In this connection, the Government of Madras may be requested to intimate immediately if terms as suggested are acceptable to them so that we may go ahead with the works that are required to be completed to effect the supply in time.

I have the honour to be,
S i r,
Your most obedient servant,


Chief Electrical Engineer. 23/2

MH/MA.

G. R. S. App. F. G. 3.

GENERAL AND REVENUE
SECRETARIAT.

(Continuation sheet draft form.)

No. 8 DS 2198 dt. 27.3.46.
Encl: Draft Agreement

58
Subject: - 908 Falls ...
Electric ...
to the ...
in the ...
Presidency.

To

The Chief Electrical Engineer,
Bangalore

Sir,

With reference to correspondence ending with your letter No. 23/63 dated the 21/23rd February 1946 on the above subject, I have the honour to state that in clause 17 the actual capital to be invested is put down as Rs. 13/- lakhs and as the minimum revenue ~~to be~~ realised depends upon the capital noted in this clause the clause may be suitably altered so as to put in actual expenditure instead

On
27/3.

of a very rough figure. It is seen that the ^{monthly minimum} Govt. of Madras would have to pay is based on clause 12(2) and any difference between this & the amount to be paid under clause 17 will be made up only at the 8th year. This does not seem to be satisfactory. It seems to be better to insist upon the monthly minimum being not less than $1/96$ of the capital at charge as amplified in ^{clause} ~~para~~ 17.

2. The arbitration suggested in clause 21 ~~may~~ does not seem to be all right, as only one arbitrator has been suggested. ~~At~~ This clause may kindly be redrafted to be on the lines of the clause in the Kollegal Agreement, where three arbitrators have been agreed to, one to be appointed by the Consumer, one to be nominated by the supplier & the third to be appointed by mutual agreement. The draft agreement received with your letter

G. R. S. App. F. G. 3.

GENERAL AND REVENUE
SECRETARIAT.

(Continuation sheet draft form.)

60
under reply is herewith
returned for needful and
retransmission.

I have etc.

~~74~~ K. J. 24 3/46
Secretary to Govt.
Electrical Dept.
22/3/46.
22.3.46.

TELEPHONE No. 2110.

61
GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

URGENT.



one Draft Agreement.

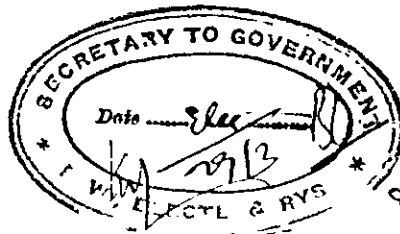
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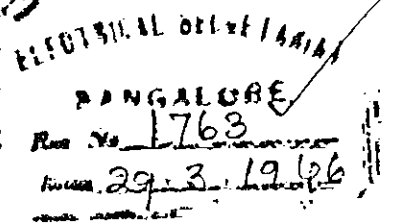
CODES USED
BENTLEY'S LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPH CODE.

OFFICE OF THE CHIEF ELECTRICAL ENGINEER

Bangalore, 27th March 1946.
(MYSORE, S. INDIA.)



The Secretary to the Govt. of Mysore,
Electrical Department,
BANGALORE.



Sir,

Subject:- Jog Falls Hydro-Electric Scheme - Supply of electricity
to the Ceded Districts in the Madras Presidency.

M) With reference to your letter No. EDS-2198 dated the 27th instant,
on the above subject, I have the honour to invite your kind reference to
my D.O.No.4136-7 dated 31st October 1945 and the enclosure therewith as
to the terms agreed to during the discussions with the Chief Engineer for
Electricity, Government of Madras, in the Chambers of the Minister for
Public Works. According to para 4 thereof, the clause as now provided
for is exactly in accordance with the terms agreed to during the discussions
and therefore I am afraid it would not be correct to go back on the terms
already agreed to and modify the clause now. Hence this may be allowed to
stand.

With regard to the arbitration clause, as desired, the same is
modified and enclosed herewith for further action.

I have the honour to be,
Sir,
Your most obedient servant,

K. H. Jayaram
Chief Electrical Engineer. 27/3

MH-CSC.

62✓

AGREEMENT made this.....day of.....
one thousand nine hundred and forty..... BETWEEN the Government of
His Highness the Maharaja of Mysore (hereinafter called the 'Supplier'
which expression shall where the context so admits include its
'successors and assigns) represented by the Secretary to the said
Government, Electrical Department, for the time being Mr.....
..... of the one part AND His Excellency, the Governor of
Madras, in the exercise of the executive authority of the Province of
Madras (hereinafter called the 'Consumer' which expression shall
where the context so admits include his successors in office and
assigns) of the other part.

WHEREAS the Consumer has requested the Supplier to furnish to
him a supply of electrical energy up to 4000 K.W. in bulk at the
point hereinafter mentioned for the purpose of distribution by the
consumer in the Ceded Districts of the Province of Madras and for
any other purposes for which the consumer may require such energy;

AND WHEREAS the supplier has agreed to supply such energy to the
consumer for the period and upon the terms and conditions hereinafter
set forth;

NOW THESE PRESENTS WITNESS that the parties have agreed in
manner following, that is to say:-

1. (i) The supplier agrees to supply to the consumer electrical
energy up to 4000 K.W. in bulk at the point hereinafter mentioned
on 3 phase 50 cycles alternating current system at a normal pressure
of 66000 volts.

(ii) In the event of the consumer requiring at any time a supply
of more than 4000 K.W., such additional supply as the supplier may
agree to afford may be made by the supplier to the consumer on terms
and conditions to be mutually agreed upon.

2. The point of supply shall be at a place to be mutually agreed
upon near Ujjini, Bellary District, but within the border of the Mysore
territory and a single 66 K.V. line shall be run from the supplier's



present terminal at Davangere to the point of supply at the expense of the supplier who will at its expense lay, fit up, maintain, supervise and keep in repair, suitable and proper cables and other apparatus for such delivery and for metering at the point of supply.

3. (i) The supplier will take all reasonable precautions to ensure a supply of power to the consumer and the due continuity of such supply with as little variation of voltage and frequency as is reasonably practicable, but the supplier shall not be liable to the consumer for any loss due to interruption in the supply of power by reason of cutting off or damage to any wires or works of the supplier due to war, mutiny, riot, or strike or by reason of earthquake, hurricane, or tempest, or of any accident or causes not within the control of the supplier, provided always that the supplier shall give notice as early as possible of the probable duration of any interruption in supply due to any of the aforesaid causes and will use every practicable means to make the period of interruption as short as possible.

(ii) If at any time the consumer is prevented from receiving and using the electrical energy to be supplied under this agreement either in whole or in part owing to any strike, riots, insurrections, lawful command of a Civil or Military authority, fire, explosion, act of God or any other cause reasonably beyond control of the consumer, the minimum charge or guarantee under this agreement shall be reduced in proportion to the ability of the consumer to take supply without prejudice to the payment referred to under Clause ~~19~~ 17 + 19.

4. For the purpose of registering the electrical energy taken and the demand in kilowatts made by the consumer under this agreement there shall be provided by the supplier one suitable 66000 volt metering equipment at the point of supply which shall be the property of and be kept in repair and calibrated by the supplier. Meter rent shall be charged in accordance with the rules from time to time in force in the Department of Electricity of the supplier.

64

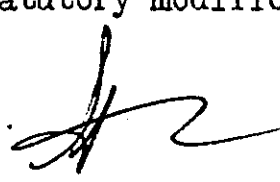
5. The consumer may at his own expense install check meters at the metering point of the supplier.

6. The meters belonging to the supplier shall be kept properly sealed by the supplier and the meters belonging to the consumer shall be kept properly sealed by the consumer. The meters shall not be interfered with by either party except after due intimation to the other party.

7. The readings of the said meters installed by the supplier shall be taken by the accredited representatives of the supplier at or as near noon as practicable on the last day of each calendar month and the readings so taken shall be binding and conclusive between the supplier and the consumer as to the amount of electrical energy supplied to the consumer. The consumer's representative may arrange to be present at the time of the readings. In the event of any meter being found defective and a check meter not having been installed, the power consumed for the period during which the meter was defective shall be determined by taking the daily average consumption for the previous period of supply not exceeding three months. The meter or meters shall be deemed to be correct if as a result of test the meter or meters are found to vary within the limits prescribed by the Indian Electricity Rules 1937 or any statutory modification thereof for the time being in force.

8. (i) Once in every year the meters shall be calibrated and standardised if considered necessary by the supplier, in the presence of a representative of the consumer.

(ii) Adjustment in bills will be made for error at average load and power factor of the consumer, when the meter is found to be incorrect during annual periodical tests, for a preceding period of three months unless there is evidence for adopting a different period. The meter or meters shall be deemed to be correct if as a result of test the meter or meters are found to vary within the limits prescribed by the Indian Electricity Rules 1937 or any statutory modification thereof for the time being in force.



9. Either party to this agreement may at any time and after notice to the other party have a special test carried out of any or all the meters belonging to the supplier above mentioned at a place to be fixed by mutual agreement. The meter or meters so tested shall be deemed to be correct if as a result of such test the meter or meters are found to vary within the limits prescribed by the Indian Electricity Rules, 1937, or any statutory modification thereof for the time being in force. If the mean error be found to be more than that prescribed by the said Indian Electricity Rules or any statutory modification thereof for the time being in force the supplier will deduct from or add to the account of the preceding period of three months an amount equivalent to the error. The expenses of such test shall be borne by the supplier in the event of the account requiring any adjustment as hereinbefore mentioned. If no adjustment of the account is necessary as a consequence of such special test the party at whose instance the test was conducted shall bear the costs of such tests.

10. The rates to be charged by the supplier for the power supply at the point of supply under this agreement will be in accordance with the high tension tariff set out below:-

Class and total monthly consumption in K. W. H.		Rate per K. W. H. Anna.	Rate per K.W. of maximum demand per month.
I. Up to	1,00,000	0.450	Up to 1000.kW. Rs3/-/-
II. Exceeding	1,00,000 & up to 1,50,000	0.425	
III. "	1,50,000 " 2,00,000	0.400	PLUS 1000 kW. & over. Rs2/12/-
IV. "	2,00,000 " 3,00,000	0.375	
V. "	3,00,000 " 5,00,000	0.350	
VI. "	5,00,000 " 10,00,000	0.325	
VII. "	10,00,000 " ...	0.300	

The above tariff is subject to a maximum overall unit charge of 0.66 ~~anna~~ per unit without prejudice to the minimum monthly payment defined in Clause 12, provided the consumption is in excess of 1,20,000 units per month. If the consumption is below 1,20,000 units per month, the tariff is subject to a maximum overall unit charge of 0.75 anna per unit without prejudice to the minimum monthly payment defined in Clause 12.

11. For the purpose of this agreement the maximum demand of supply to the consumer for each month shall be six times the B.O.T.Units (kilowatt hours) supplied during any ten minute interval and the maximum demand shall be the highest ^{of} such demand occurring during the calendar month.

12. (i) Maximum demand charges for any month and at the point of supply shall be maximum kilowatt demand as determined in accordance with Clause 11 for the previous calendar months commencing from January of each year and ending with the month in question. For the first calendar year of service the demand charge for any month will be based on the maximum kilowatt demands for the months commencing with the month of commencement of supply and ending with the month in question. The demand charge for the first month of operation will correspond to the maximum demand for that month.

(ii) The demand payment will be a fixed monthly charge whether energy is consumed or not and shall constitute the minimum monthly payment.

13. The power factor of the plant and apparatus owned by the consumer at the point of supply shall not be less than 0.8. Should the power factor be below 0.8 it is liable to a penalty of 8 annas (eight annas) per K.W. of monthly demand while if the power factor drops below 0.7 it must be brought up by methods approved by the Engineers of the supplier, failing which the service may be discontinued. For purposes of this clause the power factor shall be that determined during any ten minute interval of any working day in the month.

13.(A) The supplier reserves the right to discontinue ^{supply of} power for purposes of testing for a period not exceeding one hour once every month and also at any other time if it should appear necessary for the supplier to test any portion of the plant in order to secure subsequent continuity of supply or for the purpose of connecting new machinery. These monthly stoppages may at the option of the supplier be extended on due notice to six hours once every six months. No reduction of the monthly minimum charges shall be claimed by the consumer on this account



14. The supplier and the consumer agree that no tax shall be levied by either of them on the other in respect of the supply under this agreement. If any such tax is levied, the party so taxed shall be reimbursed by the other party.

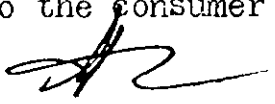
15. The supplier shall within fifteen days after the expiration of each calendar month deliver to the consumer an account stating the number of units supplied to the consumer by the supplier in accordance with the readings of the said meters and the amount payable therefor as also the amount payable in respect of the maximum demand charge and other charges if any payable by the consumer to the supplier and the consumer shall pay the same within thirty days from the delivery of such account. Provided that the supplier shall be at liberty to charge interest at the rate of 7 per cent (seven per cent) per annum on the amounts of such bills as are not paid within the abovesaid period of 30 days in addition to and without prejudice to the other rights of the supplier herein contained.

16. If the payments herein provided for or any part thereof shall be unpaid for the space of thirty days next after any of the days whereon the same ought to have been paid as aforesaid or if the consumer shall not in all things perform ^{and} ~~the~~ observe the conditions herein contained and on the part of the consumer to be observed and performed then and in such cases and in addition to any other right or power possessed by the supplier, the supplier shall be at liberty at any time thereafter notwithstanding that the supplier may not have taken advantage of any previous breach or default or event of a like nature at its choice, to suspend all further supply of electrical energy under this agreement or to discontinue the supply once for all. Such suspension of the supply of electrical energy shall not relieve the consumer of his liability to pay the minimum charge and the guaranteed revenue provided for herein nor shall such discontinuance affect any right, claim, demand or power, which may have accrued to the supplier.

17. In consideration of the supplier constructing the 66000 volts transmission line from the supplier's present terminal at Davangere to the point of supply and installation of equipment at Bhadravati to effect the said supply and supplying electrical energy to the consumer the consumer guarantees to the supplier that the revenue arising from bills for the sale of power to the consumer during the period of this agreement shall not be less than the actual capital investment incurred by the supplier to effect the bulk supply to the consumer under this agreement. The actual capital investment aforesaid is expected to be (about Rs. 13 lakhs (thirteen lakhs)). Should the revenue during the period of this agreement be less than the actual capital investment incurred by the supplier the consumer shall be required to pay to the supplier at the end of the period of this agreement and along with the payment of the last bill for consumption of energy supplied to the consumer during the period of this agreement, the difference in total revenue received during the period of this agreement and the guaranteed amount of actual capital investment incurred by the supplier.

18. The supplier shall give notice to the consumer as soon as the supplier is ready to give supply under this agreement and the consumer shall give notice to the supplier as soon as the consumer is ready to take supply. If supply of electrical energy under this agreement is not commenced by the first day of April one thousand nine hundred and forty eight owing to the supplier being unprepared to give supply or the consumer being unprepared to receive such supply, the party who is unprepared shall pay to the other of them a penalty at the rate of Rs. 10,000 (ten thousand) a month from the first day of April one thousand nine hundred and forty eight until actual commencement of supply under this agreement.

19. (i) This agreement shall subject as hereinbefore provided be and remain in force for a period of eight years from the date of commencement of supply of electrical energy under this agreement. The consumer shall however be at liberty to determine this agreement and stop taking supply thereunder at any time after five years from the date of commencement of supply provided the total revenue ^{to be then realised & under this} ~~arising from the~~ ^{agreement by the} ~~bills for the sale of power to the consumer from the date of commence-~~



ment of supply is equivalent to ^{or in excess of $\frac{1}{2}$} the actual capital investment incurred by the supplier to effect the bulk supply to the consumer under this agreement. X

(ii) At the request of the consumer this agreement may be extended beyond the period of eight years for a further period on terms and conditions to be mutually agreed upon by the supplier and the consumer.

20. (i) The Jog Hydro-electric system of the supplier and the Tungabhadra Hydro-electric system of the consumer may be operated in parallel provided that should such parallel operation affect prejudicially the operation of either of the systems then the two systems may be separated at a substation to be mutually agreed upon between the supplier and the consumer.

(ii) The supplier and the consumer agree to retain permanently after the expiration of this agreement the line of the supplier from Davangere to Ujjini and that of the consumer from Ujjini to the Tungabhadra Hydro-electric system of the consumer respectively. Each party shall maintain at its or his own expense the portion of the tie line lying within its or his territory.

(iii) The interchange of power between the Jog Hydro-electric system of the supplier and the Tungabhadra Hydro-electric system of the consumer shall be on terms and conditions to be mutually agreed upon therefor by the supplier and the consumer at a later date.

21. The Supplier and the Consumer hereby agree that if at any time there should arise any disputes or difference between them touching the interpretation or operation or carrying out of this agreement, such dispute shall be referred to the decision of three arbitrators, one to be appointed by each of the parties and a third by the two arbitrators, and the decision of the arbitrators or of a majority of them, as the case may be, shall be final and binding on the parties.

IN WITNESS WHEREOF the Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department, for the time being Mr..... for and on behalf of the Government of His Highness the Maharaja of Mysore and.....
..... Chief Engineer for Electricity to the Government of Madras for and on behalf of and by the order and direction of His Excellency the Governor of Madras have hereunto set their hands.

Signed by the abovenamed }
in the presence of

- 1.
- 2.

Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department.

Signed by the abovenamed }
in the presence of

- 1.
- 2.

Chief Engineer for Electricity to the Government of Mysore.
Madras



He m a
A.S.
6/8/46.

28/2

MR. M. HAYATH, B.E. (Mech.), B.S.E.E.
Chief Electrical Engineer.

D. O. No. 1048.



Telephone No. {Office: 2416
Residence: 2014

OFFICE OF THE CHIEF ELECTRICAL ENGINEER
TO THE GOVT. OF MYSORE.

BANGALORE, 16th April 1946
(S. INDIA)

Dear Sir,

Power Supply to Ceded Districts.

As desired by you over the telephone I wish to submit the following practical example for billing the proposed power that is to be supplied to the Government of Madras for distribution in the Ceded Districts:

Clause 10 of the agreement furnishes the rate at which the billing is to be done. The above rate is called a Two Part Tariff and consists of two items, (1) for billing the consumer for the actual energy (K.W.H) consumed during the month, plus (2) the maximum demand charge which is based on the rate of consumption during the month (K.W.). Assuming that the Government of Madras take 2,000 K.W. during a particular month and consume 600,000 units the bill will be made out as follows:-

(1) The maximum demand charge:	2000 x Rs2-12-0	=	Rs.5,500/-
	<u>plus</u>		
(2) The unit charge:	600,000 x .325 of an anna	=	Rs.12,187-8-0

	Total:		Rs.17,687-8-0.
			=====

The units consumed are measured by an ordinary Kilo-watt Hour Meter by taking the reading on the first day of every calendar month, and the maximum demand is measured by a special ten minute maximum demand integrator. This meter records every ten minutes the consumption during that period and the maximum reading on this meter during the month from the chart which the meter records is taken and multiplied by 6, and the figure arrived at is considered as a maximum demand of the consumer during the month.

I, therefore, submit that the wordings of the Clauses 10 and 11 meet the requirements for billing the consumer on the Two Part Tariff.

I shall be glad to personally submit any further explanation that may be required in this behalf.

Yours sincerely,

M. Hayath
16/4

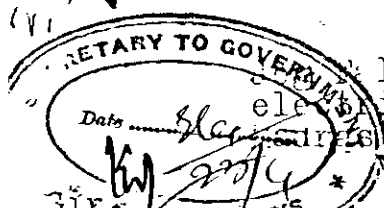
Pradhana Siromani
N.Madhava Rau, B.A., B.L., C.I.E.,
Dewan of Mysore,
BANGALORE.

gog Falls Hydro-electric scheme - Supply
of electricity to the Ceded Dist.
in the Madras Presidency -

No. R.F. 391-45/Pol.

from / The Secretary to the Hon'ble the Resident in Mysore.
to The Secretary to the Government of His Highness
the Maharaja of Mysore, Electrical Department.

Bangalore, 22nd April 1946.



gog Falls Hydro-electric Scheme - Supply of
electricity to the Ceded Districts in the
Madras Presidency.

Sir,
I am directed to refer to the correspondence ending
with my letter No. R.F. 391-45/Pol., dated the 5th February
1946, and to enquire how the case stands and when a reply
may be expected. A reminder has been received from the
Government of Madras.

I have the honour to be,

Sir,

Your most obedient servant,

for Sd/- T. R. S. to the R. S. D. T.

ELECTRICAL DEPARTMENT

BANGALORE

R. No. 1971

24/4/1946

R. No.

On the main file containing an
agreement to be forwarded to the Govt.
of Madras, the Dewan has ordered that
a note may be put up for submission
to His Highness. A note has accordingly
been put up and submitted.

An additional copy is however put up for app'l
24/4 or other orders.

24/4
24.4.46

24/4

Done

24/4

Issued in NO 883 2492 dated 26th April, 1946.

G. R. S. App. F. G. 3.

GENERAL AND REVENUE,
SECRETARIAT.

(Continuation sheet draft form.)

NO. SDS 21492 dated 26-4-1946

72 ✓
Subject :- Joy Falls Hydro -
Electric Scheme -
Supply of Electricity
to the Colliery &
in the Madras
Presidency.

The Secretary to the Hon'ble
the Resident in Mysore,
Bangalore

Sir,

I am directed to
acknowledge the receipt
of your letter No. R.F. 391-
45/Pd. dated the 22nd
April 1946 on the above
subject, and to state
in reply that the question
is still under the
consideration of Govt.
and a final reply will
be sent to you as soon
as a decision is reached
in the matter.

I have etc.

Wm 4/46
Secretary to Govt.
Electrical Dept.
24/4/46

No.RF.391-45/Pol.

D.O.



73
Bangalore,
11 May 1946.

The Jog Falls Hydro-
Electric Scheme-Supply of
power to the Ceded Districts
in the Madras Presidency.

Dear Mr. Joshi,

1. *9 min*
This has been *10/11/46*
considered.

I am desired to refer to your letter No.F.D.S.2492, dated the 26th April 1946, and to say that the Government of Madras have asked that the matter may be treated as urgent and a reply sent as early as possible

2. They understand that the Minister for public works in Mysore undertook, during his discussions at Bangalore with their Chief Engineer (Electricity), Madras, on the Moyar Hydro-Electric Scheme, to send an early reply about the supply of power to the Ceded Districts. It is accordingly hoped that it will be possible to send a reply at a very early date.

Yours sincerely,
K.D. Joshi

K.D. Joshi, Esq., M.A., B.E., M.R.San. I (Engg.)
M.I.E. (Ind.); A.M.I. Struct. E. (Engg.)
Secretary to the Government of
Mysore, Electric Department.

4/11/46

RECEIVED

BANGALORE

Ref No. 2178

Date 13-5-1946

G. R. S. App. F. G. 3.

GENERAL AND REVENUE
SECRETARIAT.

(Continuation sheet draft form).

No 8DS 2115 dated 14 May 1946
Encl: Draft Agreement

Subject: - Jaff Falls Hydro-
Electric Scheme -
Supply of electricity
to the bedded Dts.
in the Madras
Presidency

The Secretary to the Hon'ble
the Resident in charge
Bangalore

Sir,

T)

I am directed to refer to
this office letter No. FDS. 2491
of 26/4/46 on the above subject,
and to forward herewith
a draft agreement to be
entered into with the Govt.
of Madras for power supply
to the bedded Districts and
am to request that the
draft agreement may
kindly be transmitted
to the Govt. of Madras
for their acceptance.
I have etc.

Copy rec. to the C.R.S. for information
with reference to his letter
No. 26411 of 27/3/46.
28/3/46

For Secretary to Govt.
Electrical Dept.

Am/2
9/5/46

H

W/9-46

Secretary, Elec. Dept.
8/5/46

AGREEMENT made this.....day of.....75.....
one thousand nine hundred and forty.....BETWEEN the Government of
His Highness the Maharaja of Mysore (hereinafter called the 'Supplier'
which expression shall where the context so admits include its
successors and assigns) represented by the Secretary to the said
Government, Electrical Department for the time being Mr. K. D. Joshi.
.....of the one part AND His Excellency the Governor of
Madras in the exercise of the executive authority of the Province of
Madras (hereinafter called the 'Consumer' which expression shall
where the context so admits include his successors in office and
assigns) of the other part.

WHEREAS the Consumer has requested the Supplier to furnish to
him a supply of electrical energy up to 4000 K.W. in bulk at the
point hereinafter mentioned for the purpose of distribution by the
consumer in the Ceded Districts of the Province of Madras and for any
other purposes for which the consumer may require such energy;

AND WHEREAS the supplier has agreed to supply such energy to the
consumer for the period and upon the terms and conditions hereinafter
set forth;

NOW THESE PRESENTS WITNESS that the parties have agreed in
manner following, that is to say:-

1. (1) The supplier agrees to supply to the consumer electrical
energy up to 4000 K.W. in bulk at the point hereinafter mentioned on
3 phase 50 cycles alternating current system at a normal pressure of
66000 volts:

(11) In the event of the consumer requiring at any time a supply
of more than 4000 K.W., such additional supply as the supplier may
agree to afford may be made by the supplier to the consumer on terms
and conditions to be mutually agreed upon.

2. The point of supply shall be at a place to be mutually agreed
upon near Ujjini, Bellary District but within the border of the
Mysore territory and a single 66 K.V. line shall be run from the

76
supplier's present terminal at Davangere to the point of supply at the expense of the supplier who will at its expense lay, fit up, maintain, supervise and keep in repair, suitable and proper cables and other apparatus for such delivery and for metering at the point of supply.

3. (1) The supplier will take all reasonable precautions to ensure a supply of power to the consumer and the due continuity of such supply with as little variation of voltage and frequency as is reasonably practicable, but the supplier shall not be liable to the consumer for any loss due to interruption in the supply of power by reason of cutting off or damage to any wires or works of the supplier due to war, mutiny, riot, or strike or by reason of earthquake, hurricane, or tempest, or of any accident or causes not within the control of the supplier, provided always that the supplier shall give notice as early as possible of the probable duration of any interruption in supply due to any of the aforesaid causes and will use every practicable means to ^{make} made the period of interruption as short as possible.

(11) If at any time the consumer is prevented from receiving or using the electrical energy to be supplied under this agreement either in whole or in part owing to any strike, riots, insurrections, lawful command of a Civil and Military authority, fire, explosion, act of God or any other cause reasonably beyond control of the consumer, the minimum charge or guarantee under this agreement shall be reduced in proportion to the ability of the consumer to take supply without prejudice to the payment referred to under Clauses 17 & 19.

4. For the purpose of registering the electrical energy taken and the demand in kilowatts made by the consumer under this agreement there shall be provided by the supplier one suitable 66000 volt metering equipment at the point of supply which shall be the property of and be kept in repair and calibrated by the supplier. Meter rent shall be charged in accordance with the rules from time to time in force in the Department of Electricity of the supplier.

5. The consumer may at his own expense install check meters at the metering point of the supplier.

6. The meters belonging to the supplier shall be kept properly sealed by the supplier and the meters belonging to the consumer shall be kept properly sealed by the consumer. The meters shall not be interfered with by either party except after due intimation to the other party.

7. The readings of the said meters installed by the supplier shall be taken by the accredited representatives of the supplier at or as near noon as practicable on the last day of each calendar month and the readings so taken shall be binding and conclusive between the supplier and the consumer as to the amount of electrical energy supplied to the consumer. The consumer's representative may arrange to be present at the time of the readings. In the event of any meter being found defective and a check meter not having been installed the power consumed for the period during which the meter was defective shall be determined by taking the daily average consumption for the previous period of supply not exceeding three months. The meter or meters shall be deemed to be correct if as a result of test the meter or meters are found to vary within the limits prescribed by the Indian Electricity Rules 1937 or any statutory modification thereof for the time being in force.

8. (i) Once in every year the meters shall be calibrated and standardised if considered necessary by the supplier, in the presence of a representative of the consumer.

(ii) Adjustment in bills will be made for error at average load and power factor of the consumer, when the meter is found to be incorrect during annual periodical tests, for a preceding period of three months unless there is evidence for adopting a different period. The meter or meters shall be deemed to be correct if as a result of test the meter or meters are found to vary within the limits prescribed by the Indian Electricity Rules 1937 or any statutory modification thereof for the time being in force.

9. Either party to this agreement may at any time and after notice to the other party have a special test carried out of any or all the meters belonging to the supplier above mentioned at a place

to be fixed by mutual agreement. The meter or meters so tested shall be deemed to be correct if as a result of such test the meter or meters are found to vary within the limits prescribed by the Indian Electricity Rules, 1937, or any statutory modification thereof for the time being in force. If the mean error be found to be more than that prescribed by the said Indian Electricity Rules or any statutory modification thereof for the time being in force the supplier will deduct from or add to the account of the preceding period of three months an amount equivalent to the error. The expenses of such test shall be borne by the supplier in the event of the account requiring any adjustment as hereinbefore mentioned. If no adjustment of the account is necessary as a consequence of such special test the party at whose instance the test was conducted shall bear the costs of such tests.

10. The rates to be charged by the supplier for the power supply at the point of supply under this agreement will be in accordance with the high tension tariff set out below:-

Class and total monthly consumption in K. W. H.		Rate per K. W. H. Anna.	Rate per K.W. of maximum demand per month.
I.	Up to 1,00,000	0.450	Upto 1000 Kw. Rs. 3/-
II.	Exceeding 1,00,000 & upto 1,50,000	0.425	
III.	" 1,50,000 " 2,00,000	0.400	
IV.	" 2,00,000 " 3,00,000	0.375	PLUS 1000 Kw. & over
V.	" 3,00,000 " 5,00,000	0.350	Rs. 2/12/-
VI.	" 5,00,000 " 10,00,000	0.325	
VII.	" 10,00,000	0.300	

The above tariff is subject to a maximum overall unit charge of 0.66 anna per unit without prejudice to the minimum monthly payment defined in Clause 12, provided the consumption is in excess of 1,20,000 units per month. If the consumption is below 1,20,000 unit per month, the tariff is subject to a maximum overall unit charge of 0.75 anna per unit without prejudice to the minimum monthly payment defined in Clause 12.

11. For the purpose of this agreement the maximum demand of supply to the consumer for each month shall be six times the B.O.T. Units (kilowatt hours) supplied during any ten minute interval and the maximum demand shall be the highest such demand occurring during the calendar month.

12. (i) Maximum demand charges for any month and at the point of supply shall be maximum kilowatt demand as determined in accordance with Clause 11 for the previous calendar months commencing from January of each year and ending with the month in question. For the first calendar year of service the demand charge for any month will be based on the maximum kilowatt demands for the months commencing with the month of commencement of supply and ending with the month in question. The demand charge for the first month of operation will correspond to the maximum demand for that month.

(ii) The demand payment will be a fixed monthly charge whether energy is consumed or not and shall constitute the minimum monthly payment.

13. The power factor of the plant and apparatus owned by the consumer at the point of supply shall not be less than 0.8. Should the power factor be below 0.8 it is liable to a penalty of 8 annas (eight annas) per K.W. of monthly demand while if the power factor drops below 0.7 it must be brought up by methods approved by the Engineers of the supplier, failing which the service may be discontinued. For purposes of this clause the power factor shall be that determined during any ten minute interval of any working day in the month.

13. (A) The supplier reserves the right to discontinue supply of power for purposes of testing for a period not exceeding one hour once every month and also at any other time if it should appear necessary for the supplier to test any portion of the plant in order to secure subsequent continuity of supply or for the purpose of connecting new machinery. These monthly stoppages may at the option of the supplier be extended on due notice to six hours once every six months. No reduction of the monthly charges shall be claimed by the consumer on this account.

14. The supplier and the consumer agree that no tax shall be levied by either of them on the other in respect of the supply under this agreement. If any such tax is levied, the party so taxed shall be reimbursed by the other party.

15. The supplier shall within fifteen days, after the expiration of each calendar month deliver to the consumer an account stating the number of units supplied to the consumer by the supplier in accordance with the readings of the said meters and the amount payable therefor as also the amount payable in respect of the maximum demand charge and other charges if any payable by the consumer to the supplier and the consumer shall pay the same within thirty days from the delivery of such account. Provided that the supplier shall be at liberty to charge interest at the rate of 7 per cent (seven per cent) per annum on the amounts of such bills as are not paid within the abovesaid period of 30 days in addition to and without prejudice to the other rights of the supplier herein contained.

16. If the payments herein provided for or any part thereof shall be unpaid for the space of thirty days next after any of the days whereon the same ought to have been paid as aforesaid or if the consumer shall not in all things perform and observe the conditions herein contained and on the part of the consumer to be observed and performed then and in such cases and in addition to any other right or power possessed by the supplier the supplier shall be at liberty at any time thereafter notwithstanding that the supplier may not have taken advantage of any previous breach or default or event of a like nature at its choice to suspend all further supply of electrical energy under this agreement or to discontinue the supply once for all. Such suspension of the supply of electrical energy shall not relieve the consumer of his liability to pay the minimum charge and the guaranteed revenue provided for herein nor shall such discontinuance affect any right, claim, demand or power, which may have ^{accrued} ~~accrued~~ to the supplier.

17. In consideration of the supplier constructing the 66000 volts transmission line from the supplier's present terminal at Davangere to the point of supply and installation of equipment at Bhadravati to effect the said supply and supplying electrical energy to the consumer the consumer guarantees to the supplier that the revenue arising from bills for the sale of power to the consumer during the period of this agreement shall not be less than the actual capital investment incurred by the supplier to effect the bulk supply to the consumer under this

Agreement. The actual capital investment aforesaid is expected to be about Rs.13 lakhs (thirteen lakhs). Should the revenue during the period of this agreement be less than the actual capital investment incurred by the supplier the consumer shall be required to pay to the supplier at the end of the period of this agreement and along with the payment of the last bill for consumption of energy supplied to the consumer during the period of this agreement, the difference in total revenue received during the period of this agreement and the guaranteed amount of actual capital investment incurred by the supplier.

18. The supplier shall give notice to the consumer as soon as the supplier is ready to give supply under this agreement and the consumer shall give notice to the supplier as soon as the consumer is ready to take supply. If supply of electrical energy under this agreement is not commenced by the first day of April one thousand nine hundred and forty eight owing to the supplier being unprepared to give supply or the consumer being unprepared to receive such supply, the party who is unprepared shall pay to the other of them a penalty at the rate of Rs.10,000 (ten thousand) a month from the first day of April one thousand nine hundred and forty eight until actual commencement of supply under this agreement.

19. (i) This agreement shall subject as hereinbefore provided be and remain in force for a period of eight years from the date of commencement of supply of electrical energy under this agreement. The consumer shall however be at liberty to determine this agreement and stop taking supply thereunder at any time after five years from the date of commencement of supply provided the total revenue ^{till then realised} ~~under this agreement by~~ ^{or in excess of} the sale of power to the consumer from the date of commencement of supply is equivalent to the actual capital investment incurred by the supplier to effect the bulk supply to the consumer under this agreement.

(ii) At the request of the consumer this agreement may be extended beyond the period of eight years for a further period on terms and conditions to be mutually agreed upon by the supplier and the consumer.

20. (1) The Jog Hydro-electric system of the supplier and the Tungabhadra Hydro-electric system of the consumer may be operated in parallel provided that should such parallel operation affect prejudicially the operation of either of the systems then the two systems may be separated at a substation to be mutually agreed upon between the supplier and the consumer.

(11) The supplier and the consumer agree to retain permanently after the expiration of this agreement the line of the supplier from Davanagere to Ujjini and that of the consumer from Ujjini to the Tungabhadra Hydro-electric system of the consumer respectively. Each party shall maintain at its or his own expense the portion of the tie line lying within its or his territory.

(111) The interchange of power between the Jog Hydro-electric system of the supplier and the Tungabhadra Hydro-electric system of the consumer shall be on terms and conditions to be mutually agreed upon therefor by the supplier and the consumer at a later date.

21. The Supplier and the Consumer hereby agree that if at any time there should arise any dispute ~~or~~ difference between them ^{touching} the interpretation or operation or carrying out of this agreement, such dispute shall be referred to the decision of three arbitrators, one to be appointed by each of the parties and a third by the two arbitrators, and the decision of the arbitrators or of a majority of them, as the case may be, shall be final and binding on the parties..

IN WITNESS WHEREOF the Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department, for the time being Mr.....for and on behalf of the Government of His Highness the Maharaja of Mysore and.....
.....Chief Engineer for Electricity to the Government of Madras for and on behalf of and by the order and direction of

His Excellency the Governor of Madras have hereunto set their hands.

Signed by the abovenamed }
in the presence of }

1.

K. W. S. L. 16/5/6

2.

Secretary to the Government of His
Highness the Maharaja of Mysore,
Electrical Department.

Signed by the above named }
in the presence of }

1.

2.

Chief Engineer for Electricity
to the Government of Madras.

Reply to this communication should be addressed to the Secretary to the Resident in Mysore, Bangalore, by designation and not by name.

Elcel. 44-46-3.

84

No. R.F. 391-45/Pol.

FROM

THE SECRETARY

TO THE HON'BLE THE RESIDENT IN MYSORE

To

The Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department, Bangalore.

Dated Bangalore, the 4th November 1946.

Jog Falls Hydro-Electric Scheme -
Supply of power to Ceded Districts -
Draft agreement.

SIR,

I am directed to refer to the correspondence ending with your letter No.E.D.S.2715, dated the 14th May 1946, and to forward a copy of letter from the Government of Madras, No.1601 E/45-34, dated the 19th October 1946.

2. I am to request that the views of the Government of Mysore on the modifications suggested by the Government of Madras may kindly be communicated to this Residency as early as possible.

I have the honour to be,
Sir,
Your most obedient servant,

Prasanna Kumar
for SECRETARY TO THE RESIDENT.

Ten.

Copy to C.E. for remarks early

R.L.
4.11.46.

02

18/11/46

85

Letter from the Secretary to the Government of Madras, Public Works Department, No.1601 E/45-34, dated the 19th October 1946.

Sub: Jog falls Hydro-Electric Scheme - Supply of power to Ceded Districts - Draft agreement.
Ref: Your letter No.R.F.391-45/Pol., dated 17-5-1946.

I am directed to state that this Government accept the draft agreement subject to the following remarks:-

- (1) Clause 3 (ii).- This clause refers to "the payment referred to under clauses 17 and 19". Clause 19 does not provide for any payment but the proviso in the second sentence of Clause 19(i) refers to the total revenue mentioned in clause 17. It may kindly be ascertained from the Mysore Government whether the reference to clause 19 is in view of the above proviso or whether the reference to clause 19 is a mistake for clause 18.
- (2) Clauses 11 and 13.- These clauses provide a ten minute basis for determination of maximum demand. This Government consider that a thirty minute basis as already provided in the draft sent with their letter No.1601 E/45-16, dated 25th January 1946, should be adopted and that the Mysore Government may be requested to revise clauses 11 and 13 as follows:
- "11. For the purpose of this agreement the maximum demand of supply to the consumer for each month shall be the maximum demand at the point of supply during any consecutive thirty minutes in the month.
- "13. The power factor of the plant and apparatus owned by the consumer at the point of supply shall not be less than 0.8. Should the power factor be below 0.8 it is liable to a penalty of 8 annas (eight annas) per KW of monthly demand while if the power drops below 0.7 it must be brought up by methods approved by the Engineers of the supplier, failing which the services may be discontinued. For purposes of this clause the power factor shall be that determined during the half hour of maximum demand on any working day in the month".

In this connection, the Mysore Government may be informed that the revised clauses suggested above are not only the standard provision adopted by the Madras Government Electricity Department, but widely accepted and used by the Central Electricity Board, in England and other undertakings.

(3) Clause 18.- At the time of the discussion between the Mysore Government authorities and the Chief Engineer (Electricity), Madras, in October 1945, it was thought that this Government would be ready to take supply from January 1948. But the power agreement has not so far been concluded and in view of the long length of transmission lines involved in Madras territory, the construction of the line is expected to take about 2 years based on recent tenders for similar works. It is therefore considered that the supply cannot be availed of from 1-4-1948 as provided for in the draft agreement, and that the penalty date may be postponed to 1-8-1948. The concurrence of the Mysore Government may be obtained to this change. It may however be mentioned to them that this does not necessarily mean that the Madras Government Electricity Department will in fact be unable to take power earlier. It is planning all it can to take supply much earlier.

(4) Clauses 7, 8 (ii) and 9.- The words "is or" may kindly be inserted after the words "meter or meters".

DEPARTMENT.
BRANCH.

File No.
Serial No.

Draft Letter
Memorandum
Telegram

Class for telegrams INLAND :
Immediate
Important
Express
Ordinary

FOREIGN :
Immediate
Important
Ordinary
Without priority

No

Dated

19 .

To be issued on

Issued on

To

1st Reminder

2nd Reminder

3rd Reminder

Heading :

Case or Diary No.

If post copy of telegram required

Date of despatch of above

List of enclosures

(Code word for telegrams.)

86

(5) The verbal corrections shown in the following statement may be made in the draft agreement:-

-----			-----	
Clause			For	Substitute
-----			-----	
Clause	3 (i)	last line	'ake	Made
"	3(ii)	third line	Strike	Strikes ✓
"	16	last line	Accruded	Accrued ✓
"	17	Second sentence	Investiment	Investment ✓
"	21	Second line	Thouching	Touching.
-----			-----	

2. I am to request that the views of the Mysore Government on the above modifications may please be obtained and communicated to this Government.

Ten.

87

Letter No.R.F.391-45/Pol. dated the 4th November 1946, from the Secretary to the Hon'ble the Resident in Mysore, Bangalore, to the Secretary to Government, Electrical Department, Bangalore.

Jog Falls Hydro-Electric Scheme - Supply of Power to
Ceded Districts - Draft Agreement.

1 am directed to refer to the correspondence ending with your letter No.EDS.2715, dated the 14th May 1946, and to forward a copy of letter from the Government of Madras, No.1601 E/45-34, dated the 19th October 1946.

2. I am to request that the views of the Government of Mysore on the modifications suggested by the Government of Madras may kindly be communicated to this Residency as early as possible.

P.T.O.

Immediate

gcb
No. EDS. 1168/

Dated Bangalore,

~~14~~ 6 November 1946

Sl. No. 44-46-4

Encl: one. Copy of the foregoing (with its enclosure) is forwarded, with compliments, to the Chief Electrical Engineer, for favour of remarks immediately.

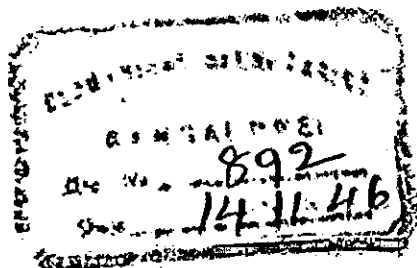
18/11
Secretary to Government,
Electrical Department.

A.N.4th

d/c

Mr

TELEPHONE No. 2110
No. 13709
ENCLO.
TELEGRAPHIC ADDRESS:
'GOMED'



Elect 44-46-5.
89
GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER,
Bangalore, 12th November 1946
(MYSORE, S. INDIA)
13-11

R.L.
13.11.
13/11
Sir,

The SECRETARY
to the Government of Mysore,
Electrical Department, Bangalore.

Sir,

Supply of power to Ceded Districts

DRAFT AGREEMENT.

With reference to your Memo No. EDS.1168/Elect.44-46-4 dated 6th November 1946, forwarding a copy of the letter from the Secretary to the Hon'ble the Resident in Mysore, Bangalore, along with its enclosure, I have the honour to state as follows:-

1. Clause 3.(ii) - Clause 19 referred to in our Draft Agreement is incorrect, and may be replaced by clause 18. Therefore the last portion of clause 3(ii) may be modified as follows:-

"the minimum charge or guarantee under this agreement shall be reduced in proportion to the ability of the consumer to take supply without prejudice to the payment referred to in Clauses 17, 18".

2. Clause 11 and 13 - The department has been requesting Government to adopt a ten minute interval for maximum demand in view of the fact that the agreement with the Kolar Gold Fields provides for such a time interval. However, as the practice elsewhere and generally is half an hour, the modification suggested may be adopted subject to the slight alteration noted below:-

Clause 11 should read as follows:-

"For the purpose of this agreement the maximum demand of supply to the consumer for each month shall be twice the B.O.T.Units (kilo-watt hours) supplied during any thirty minute interval and the maximum demand shall be the highest such demand occurring during the calendar month".

Clause 13 should read as follows:-

"The Power Factor of the Plant and Apparatus owned by the

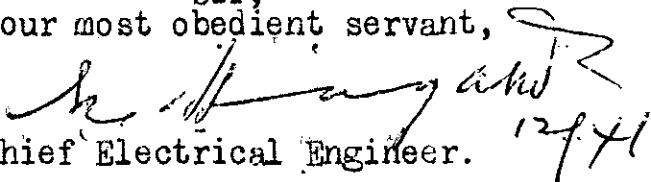
consumer at the point of supply shall not be less than 0.8. Should Power Factor be below 0.8 it is liable to a penalty of 8 annas (eight annas) per kilowatt of monthly demand while, if the Power Factor drops below 0.7, it must be brought up by methods approved by the Engineers of the Supplier, failing which the service may be discontinued. For purposes of this Clause, the Power Factor shall be that determined during any thirty minute interval on any working day in the month".

3. Clause 18 - The postponement of the penalty day from 1st April 1948 to 1st August 1948 may be accepted.

4. Clauses 7, 8 (ii) and 9 - The words "is or" may be inserted after the words "meter or meters".

5. The verbal corrections pointed out are typographical errors and may be accepted.

I have the honour to be,
Sir,
Your most obedient servant,


Chief Electrical Engineer. 12/7/41

SUBJECT

Immediate
— 91

Supply of wire to varied Districts
— Draft Agreement

Diary No. of letter replied to

872

Section

Eled

File No.

44-46.

Serial No. 6.

General and Revenue Secretariat

()
the

194 .

No.

EWS. 1449

To

27 28 11
46

The Chief Electrical Engineer,
Bangalore

Date of issue

28.11.46

Sir,

Signed by

Mr. Raji

With reference to correspondence ending with your letter No. 13709 dated the 12/13th November 1946 on the above subject, I am directed to state that the modifications and corrections suggested by the Govt. of Madras, were acceptable to the Govt. of Mysore and to therefore request you kindly to forward immediately two

List of enclosures

Copied by

Ans
28/11

Examined by

92✓

copies of the draft agreement after incorporating
the modifications & corrections suggested by
the Govt. of Madras. for being forwarded
to that Govt. for acceptance.

I have etc

27/11
R.L.
28.11.46.
Secretary to Govt.
Electrical Dept. B1
27/11

Immitiate
ELECTRICAL SECRETARIAT,

Bangalore, *28th* November 1946.

No. E.D.S. *1449*
Encls.

From

The Secretary to Government,
Electrical Department,
Bangalore.

To The Chief Electrical Engineer
to the Government of Mysore,
Bangalore.

Subject:- Supply of power to Ceded Districts -
Draft Agreement.

S i r,

With reference to correspondence ending with your letter No.13709 dated the 12th/13th November 1946 on the above subject, I am directed to state that the modifications and corrections suggested by the Government of Madras are acceptable to the Government of Mysore and to request you kindly to forward immediately two copies of the draft agreement after incorporating the modifications and corrections suggested by the Government of Madras for being forwarded to that Government for acceptance.

I have the honour to be,

S i r,

Your most obedient servant,

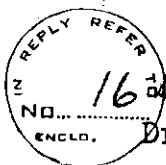
96 *Mal* *28/11*
For Secretary to Government,
Electrical Department.

A.N.28th.

Ed 44-46-7.

TELEPHONE No. 2110.

GOVERNMENT OF MYSORE 94
ELECTRICAL DEPARTMENT



Draft Agreement
in duplicate.

TELEGRAPHIC ADDRESS:

"GOMED"

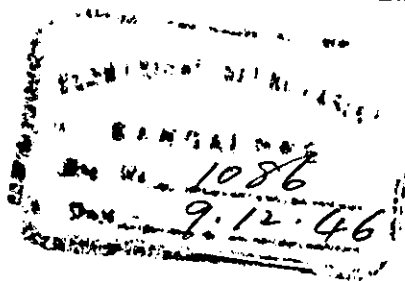
CODES USED
BENTLEY'S LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPH CODE.

OFFICE OF THE CHIEF ELECTRICAL ENGINEER

Bangalore, 30th November 1946.

(MYSORE, S. INDIA.)

7.12.46



To

The Secretary
to the Government of Mysore,
Electrical Department, Bangalore.

Sir,

of
Subject:- Supply/power to Ceded Districts.
Draft Agreement.

With reference to your letter No.EDS.1449/44-46-6 dated
28th November 1946, I have the honour to forward herewith two
copies of the draft agreement after incorporating the modifi-
cations and corrections suggested by the Government of Madras.

I have the honour to be,
Sir,
Your most obedient servant,

Chief Electrical Engineer.

RR
9/12

9/12

[Signature]
7/12

95

Appendix F. G.—1]

SUBJECT

Supply of power to bedded districts
- Draft Agreement

Diary No. of letter replied to 1086

Section

Eled

File No.

44-46.

Serial No.

8.

General and Revenue Secretariat

()
the 194 .

No. EDS 1592 at 12th Dec 1946

To

The Secretary to the Hon'ble
the Resident in Mysore,
Bangalore

Date of issue 12/12/1946

Sir,

Signed by Mr. R. Ramakrishna
r A

I am directed to refer to
your letter No. R.F. 391-45/Pol.
dated the 4th November 1946
on the above subject and to
forward herewith for the
ratification of the Govt. of
Madras a draft agreement
which
after incorporating the
modifications and corrections
suggested by the Govt. of Madras
I have etc

List of enclosures Draft Agreement

Copied by

Am B
12/11

Examined by

RR 11/12/46

Secretary to Govt.
Electrical Dept.

P.T.O.

76

No. 8 DS 1593

Copy cc. to the C.R.R. for information
with reference to his letter No. 16406 D 7/12/22.
By order

R.L. 11.12

For Secretary to Govt,
Electrical Dept.

on 10/12

10/12

GOVERNMENT OF MYSORE

ELECTRICAL DEPARTMENT.

AGREEMENT made this day of
one thousand nine hundred and forty.....
 BETWEEN the Government of His Highness the Maharaja of Mysore
 (hereinafter called the 'Supplier' which expression shall --
 where the context so admits include its successors and assigns)
 represented by the Secretary to the said Government, Electrical
 Department for the time being Mr.....of the one
 part AND His Excellency the Governor of Madras in the exercise
 of the executive authority of the Province of Madras (herein-
 after called the 'Consumer' which expression shall where the
 context so admits include his successors in office and --
 assigns) of the other part.

WHEREAS the Consumer has requested the Supplier to fur-
 nish to him a supply of electrical energy up to 4000 K.W. in
 bulk at the point hereinafter mentioned for the purpose of dis-
 tribution by the consumer in the Ceded Districts of the Pro-
 vince of Madras and for any other purposes for which the con-
 sumer may require such energy;

AND WHEREAS the Supplier has agreed to supply such
 energy to the consumer for the period and upon the terms and
 conditions hereinafter set forth;

NOW THESE PRESENTS WITNESS that the parties have agreed
 in manner following, that is to say:-

1.(i) The supplier agrees to supply to the consumer electrical
 energy up to 4000 K.W. in bulk at the point hereinafter men-
 tioned on 3 phase 50 cycles alternating current system at a
 normal pressure of 66000 volts.

(ii) In the event of the consumer requiring at any time a
 supply of more than 4000 K.W., such additional supply as the
 supplier may agree to afford may be made by the supplier to
 the consumer on terms and conditions to be mutually agreed
 upon.

2. The point of supply shall be at a place to be mutually agreed upon near Ujjini, Bellary District but within the border of the Mysore territory and a single 66 K.V. ^{3M, 50 cycles} line shall be run from the supplier's present terminal at Davangere to the point of supply at the expense of the supplier who will at ^{his} its expense lay, fit up, maintain, supervise and keep in repair, suitable and proper cables and other apparatus for such delivery and for metering at the point of supply.

3.(i) The supplier will take all reasonable precautions to ensure a supply of power to the consumer and the due continuity of such supply with as little variation of voltage and frequency as is reasonably practicable, but the supplier shall not be liable to the consumer for any loss due to interruption in the supply of power by reason of cutting off of or damage to any wires or works of the supplier due to war, mutiny, riot, or strike or by reason of earthquake, hurricane, or tempest, or of any accident or causes not within the control of the supplier, provided always that the supplier shall give notice as early as possible of the probable duration of any interruption in supply due to any of the aforesaid causes and will use every practicable means to make the period of interruption as short as possible.

(ii) If at any time the consumer is prevented from receiving and using the electrical energy to be supplied under this agreement either in whole or in part owing to any strikes, riots, insurrections, lawful command of a Civil or Military authority, fire, explosion, act of God or any other cause reasonably beyond control of the consumer, the minimum charge or guarantee under this agreement shall be reduced in proportion to the ability of the consumer to take supply without prejudice to the payment referred to under Causes 17 and 18.

4. For the purpose of registering the electrical energy taken and the demand in kilowatts made by the consumer under this agreement, there shall be provided by the supplier one suitable 66000 volt metering equipment at the point of supply which shall be the property

of and be kept in repair and calibrated by the supplier. Meter rent shall be charged in accordance with the rules from time to time in force in the Department of Electricity of the supplier.

5. The consumer may at his own expense install check meters at the metering point of the supplier.

6. The meters belonging to the supplier shall be kept properly sealed by the supplier and the meters belonging to the consumer shall be kept properly sealed by the consumer. The meters shall not be interfered with by either party except after due intimation to the other party.

7. The readings of the said meters installed by the supplier shall be taken by the accredited representatives of the supplier at or as near noon as practicable on the last day of each calendar month and the readings so taken shall be binding and conclusive between the supplier and the consumer as to the amount of electrical energy supplied to the consumer. The consumer's representative may arrange to be present at the time of the readings. In the event of any meter being found defective and a check meter not having been installed the power consumed for the period during which the meter was defective shall be determined by taking the daily average consumption for the previous period of supply not exceeding three months. The meter or meters shall be deemed to be correct if as a result of test the meter or meters is or are found to vary within the limits prescribed by the Indian Electricity Rules 1937 or any statutory modification thereof for the time being in force.

8. (i) Once in every year the meters shall be calibrated and standardised if considered necessary by the supplier, in the presence of a representative of the consumer.

(ii) Adjustment in bills will be made for error at average load and power factor of the consumer, when the meter is found to be incorrect during annual periodical

tests, for a preceding period of three months unless there is evidence for adopting a different period. The meter or meters shall be deemed to be correct if as a result of test the meter or meters is or are found to vary within the limits prescribed by the Indian Electricity Rules 1937 or any statutory modification thereof for the time being in force. ✓

9. Either party to this agreement may at any time and after notice to the other party have a special test carried out of any or all the meters belonging to the supplier above mentioned at a place to be fixed by mutual agreement. The meter or meters so tested shall be deemed to be correct if as a result of such test the meter or meters is or are found to vary within the limits prescribed by the Indian Electricity Rules 1937, or any statutory modification thereof for the time being in force. If the mean error be found to be more than that prescribed by the said Indian Electricity Rules or any statutory modification thereof for the time being in force the supplier will deduct from or add to the account of the preceding period of three months an amount equivalent to the error. The expenses of such test shall be borne by the supplier in the event of the account requiring any adjustment as hereinbefore mentioned. If no adjustment of the account is necessary as a consequence of such special test the party at whose instance the test was conducted shall bear the costs of such tests. ✓

10. The rates to be charged by the supplier for the power supply at the point of supply under this agreement will be in accordance with the high tension tariff set out below: ✓

Class and total monthly consumption		Rate per K. W. H. Anna ✓	Rate per K.W. of maximum demand per month. ✓ U
	in K. W. H. ✓		
I. Up to	1,00,000	0.450 ✓	(Upto 1000 kw. Rs.3.
II. Exceeding	1,00,000 & upto 1,50,000	0.425) ✓	
III. "	1,50,000 " 2,00,000	0.400) ✓	(1000 kw. & over Rs.2.12.0 ✓
IV. "	2,00,000 " 3,00,000	0.375) Plus	
V. "	3,00,000 " 5,00,000	0.350) ✓	
VI. "	5,00,000 " 10,00,000	0.325) ✓	
VII. "	10,00,000	0.300) ✓	(

The above tariff is subject to a maximum overall unit charge of 0.66 anna per unit without prejudice to the minimum monthly payment defined in Clause 12, provided the consumption is in excess

of 1,20,000 units per month. If the consumption is below 1,20,000 units per month, the tariff is subject to a maximum overall unit charge of 0.75 anna per unit without prejudice to the minimum monthly payment defined in Clause 12.

11. For the purpose of this agreement the maximum demand of supply to the consumer for each month shall be the maximum demand at the point of supply during any consecutive thirty minutes in the month.

12. (i) Maximum demand charges for any month and at the point of supply shall be ^{based on} maximum kilowatt demand as determined in accordance with Clause 11 for the previous calendar months commencing from January of each year and ending with the month in question. For the first calendar year of service the demand charge for any month will be based on the maximum kilowatt demands for the months commencing with the month of commencement of supply and ending with the month in question. The demand charge for the first month of operation will correspond to the maximum demand for that month. ✓

(ii) The demand payment will be a fixed monthly charge whether energy is consumed or not and shall constitute the minimum monthly payment. ✓

13. The power factor of the plant and apparatus owned by / the consumer at the point of supply shall not be less than 2 0.8. Should ^{the} power factor be below 0.8 it is liable to a 3 penalty of 8 annas (eight annas) per K.W. of monthly demand while if the power ^{factor} drops below 0.7 it must be brought up by methods approved by the Engineers of the supplier, failing which the services may be discontinued. For purposes of this clause the power factor shall be that determined during the half hour of maximum demand on any working day in the month.

13-A. The supplier reserves the right to discontinue supply of power for purposes of testing for a period not exceeding one hour once every month and also at any other time if it

- 6 -

should appear necessary for the supplier to test any portion of the plant in order to secure subsequent continuity of supply or for the purpose of connecting new machinery. These monthly stoppages may at the option of the supplier be extended on due notice to six hours once every six months. No reduction of the monthly charges shall be claimed by the consumer on this account.

14. The supplier and the consumer agree that no tax shall be levied by either of them on the other in respect of the supply under this agreement. If any such tax is levied, the party so taxed shall be reimbursed by the other party.

15. The supplier shall within fifteen days after the expiration of each calendar month deliver to the consumer an account stating the number of units supplied to the consumer by the supplier in accordance with the readings of the said meters and the amount payable therefor as also the amount payable in respect of the maximum demand charge and other charges if any payable by the consumer to the supplier and the consumer shall pay the same within thirty days from the delivery of such account. Provided that the supplier shall be at liberty to charge interest at the rate of 7 per cent (seven per cent) per annum on the amounts of such bills as are not paid within the abovesaid period of 30 days in addition to and without prejudice to the other rights of the supplier herein contained.

16. If ^{any payment} ~~(the payments)~~ herein provided for or any part thereof shall be unpaid for the space of thirty days next after any of the days whereon the same ought to have been paid as aforesaid or if the consumer shall not in all things perform and observe the conditions herein contained and on the part of the consumer to be observed and performed then and in such cases and in addition to any other right or power possessed by the supplier the supplier shall be at liberty at any time thereafter notwithstanding that the supplier may not have taken advantage of any previous breach or default or event of a like nature at its choice to suspend all further supply of electrical energy under this agreement or

to discontinue the supply once for all. Such suspension of the supply of electrical energy shall not relieve the consumer of his liability to pay the minimum charge and the guaranteed revenue provided for herein nor shall such discontinuance affect any right, claim, demand or power which may have accrued to the supplier. ✓

17. In consideration of the supplier constructing the 66000 volts transmission line from the supplier's present terminal at Davangere to the point of supply and installation of equipment at Bhadravati to effect the said supply and supplying electrical energy to the consumer, the consumer ^{guarantees} ~~guarantee~~ to the supplier that the revenue arising from bills for the sale of power to the consumer during the period of this agreement shall not be less than the actual capital investment incurred by the supplier to effect the bulk supply to the consumer under this agreement. ✓
The actual capital investment aforesaid is expected to be about Rs. 13 lakhs (thirteen lakhs). ✓ Should the revenue during the period of this agreement be less than the actual capital investment incurred by the supplier the consumer shall be required to pay to the supplier at the end of the period of this agreement and along with the payment of the last bill for consumption of energy supplied to the consumer during the period of this agreement, the difference in total revenue received during the period of this agreement and the guaranteed amount of actual capital investment incurred by the supplier. ✓

18. The supplier shall give notice to the consumer as soon as the supplier is ready to give supply under this agreement and the consumer shall give notice to the supplier as soon as the consumer is ready to take supply. If supply of electrical energy under this agreement is not commenced by the first day of ^{January} ~~August~~ ^{nine} one thousand nine hundred and forty ~~eight~~ owing to the supplier being unprepared to give supply or the consumer being unprepared to receive such

supply, the party who is unprepared shall pay to the other of them a penalty at the rate of Rs. 10,000 (ten thousand) a month from the first day of ^{January} ~~August~~ one thousand nine hundred and ^{nine} ~~forty eight~~ untill actual commencement of supply under this agreement.

19. (1) This agreement shall subject as hereinbefore provided be and remain in force for a period of eight years from the date of commencement of supply of electrical energy under this agreement. The consumer shall however be at liberty to determine this agreement and stop taking supply thereunder at any time after five years from the date of commencement of supply provided the total revenue arising from the bills for the sale of power to the consumer from the date of commencement of supply is equivalent to the actual capital investment incurred by the supplier to effect the bulk supply to the consumer under this agreement. ✓

(ii) At the request of the consumer this agreement may be extended beyond the period of eight years for a further period on terms and conditions to be mutually agreed upon by the supplier and the consumer. ✓

20. (i) The Jog Hydro-electric system of the supplier and the Tungabhadra Hydro-Electric system of the consumer may be operated in parallel provided that should such parallel operation affect prejudicially the operation of either of the systems then the two systems may be separated at a sub-station to be mutually agreed upon between the supplier and the consumer. ✓

(ii) The supplier and the consumer agree to retain permanently after the expiration of this agreement the line of the supplier from Davangere to Ujjini and that of the consumer from Ujjini to the Thungabhadra Hydro-Electric system of the consumer respectively. Each party shall maintain at its or his own expense the portion of the tie line lying within its or his territory. ✓

(iii) The interchange of power between the Jog Hydro-electric system of the supplier and the Tungabhadra Hydro-Electric system

of the consumer shall be on terms and conditions to be mutually agreed upon therefor by the supplier and the consumer at a later date. ✓

21. Any dispute or difference arising between the supplier and the consumer or their respective electrical engineers as to the supply of electrical energy or the pressure thereof or as to the rates of supply or as to the interpretation of this agreement or the right of the supplier or the consumer to determine the same or any other question, matter or -- thing arising hereunder, shall be referred to a single -- arbitrator to be mutually agreed upon by both the parties and the arbitrator's decision thereon shall be final and binding on both parties. ✓

IN WITNESS WHEREOF the Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department, for the time being Mr.....for and on behalf of the Government of His Highness the Maharaja of Mysore and.....Chief Engineer for -- Electricity to the Government of Madras for and on behalf of and by the order and direction of His Excellency the Governor of Madras have hereunto set their hands. ✓

Signed by the above named
in the presence of: ✓

1.

2.

Secretary to the Government
of His Highness the Maharaja of
Mysore, Electrical Department. ✓

Signed by the above named
in the presence of: ✓

1.

2.

Chief Engineer for Electricity
to the Government of Madras. ✓

This Copy was received from Secretariat
un-officially on 2-8-47
2-8/47

2-8/47

2/8

N. E. D. S. 1592/elec 44-46-8
Encls. One

Bangalore, 12 December 1946

From

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Secretary to the Hon'ble
the Resident in Mysore, Bangalore.

Subject:- Supply of power to Ceded Districts -
Draft Agreement.

S i r,

I am directed to refer to your letter No.R.F.391-45/
Pol. dated the 4th November 1946 on the above subject and
forward herewith for the ratification of the Government
of Madras a draft agreement which incorporates the modifi-
cations and corrections suggested by the Government of
Madras.

I have the honour to be,
S i r,
Your most obedient servant,

Sd. R. Ramakrishna,

Secretary to Government,
Electrical Department.

A.H. 12th/3

No. EDS. 1593/elec 44-46-8
Dated Bangalore, 12 December 1946

Copy of the above, is forwarded, with compliments,
to the Chief Electrical Engineer, for information, with
reference to his letter No. 16404 dated 7th December 1946.

A.N.

Secy. to Govt. Elec. Deptt.

SUBJECT

Supply of Power to Ceded Districts - Draft Agreement.

107

Diary No. of letter replied to 1086

Section Elch

File No. 44-46.

Serial No.

No. 2134

General and Revenue Secretariat

()
the 194

Date of issue

5-2-47

Signed by

Th. R. R.

List of enclosures

Nil

Copied by

An
4/2

Examined by

To.

The Secretary to the
Hon'ble the Resident
in Mysore, Bangalore
Sir,

I am directed to
invite ^Areference to this
office letter no. E.D.S. 1592
Elch. 44-46-8 dt 12-12-'46
on the above subject
forwarding for the ratifi-
cation ^{by} of the Govt. of
Madras a draft agree-
ment which incorporates
the modifications &
corrections suggested by

168

them ~~Govt of Madras~~, and
to request you to kindly
intimate ~~the~~ the stage in
which the ~~of~~ matter stands
at present.

I have etc,

Rd.

3/2/48

Secretary to Govt. 19

in Electrical Dept.

2m

1/2

~~1/2~~

1/2

No. E.D.S. 2134
Encls. 564-44-46

ELECTRICAL SECRETARIAT, 109

Bangalore, 5th February 1947

From

The Secretary to Government,
Electrical Department,
Bangalore.

to

The Secretary to the
Hon'ble the Resident in Mysore,
Bangalore.

Subject:- Supply of power to Ceded Districts -
Draft Agreement.

S i r,

I am directed to invite a reference to this office letter No.EDS.1592/Elecl.44-46-8 dated 12th December 1946 on the above subject forwarding for ratification by the Government of Madras a draft agreement which incorporates the modifications and corrections suggested by them and to request you to kindly intimate the stage in which the matter stands at present.

I have the honour to be,
S i r,
Your most obedient servant,

9c R.R. 4/2/47
Secretary to Government,
Electrical Department.

A.N.4th

The reply to this communication should be addressed to the Secretary to the Resident in Mysore, Bangalore, by designation and not by name.

FROM

THE SECRETARY

TO THE HON'BLE THE RESIDENT IN MYSORE.

TO

The Secretary to the Government of Madras,
Public Works Department, Madras.

Dated Bangalore, the 15th February 1947.

Jog Falls Hydro-electric Scheme - Supply
of power to the Ceded Districts - Draft
Agreement.

SIR,

I am directed to refer to my letter No.R.F.
391-45/Pol., dated the 21st December 1946, and to
request the favour of an early reply.

I have the honour to be,
Sir,
Your most obedient servant,
Sd/- P.L. Raman Nayar,

for SECRETARY TO THE RESIDENT.

✓ Copy to the Secretary to the Government of His
Highness the Maharaja of Mysore, Electrical Department
Bangalore, for information with reference to his
letter No.E.D.S.2134/L101.44-46, dated the 5th
February 1947.

Ten. ✓

for SECRETARY TO THE RESIDENT.

The reply to this communication should be addressed to the Secretary to the Resident in Mysore, Bangalore, by designation and not by name.

Eled 44-46-14
No. R.F.391-45/Pol. *111*

FROM

THE SECRETARY

TO THE HON'BLE THE RESIDENT IN MYSORE. *1645 4-3-47*

To

W. VD
The Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department, Bangalore.

W. VD
Dated Bangalore, the 3rd March 1947.

Jog Falls Hydro-electric Scheme - Supply of Power to the Ceded Districts - Draft Agreement.

SIR,

...

A)
In continuation of my endorsement No.R.F.391-45/Pol., dated the 15th February 1947, I am directed to state that the Government of Madras have since written to say that the matter is under consideration.

I have the honour to be,
Sir,
Your most obedient servant,

RR 4/3/47
Pha amallam
for SECRETARY TO THE RESIDENT.

Tcn. *4/3/47*

112 ✓

Letter no.R.F. 391-45/Pol. dated the 3rd March 1947 from the Secretary to the Hon'ble the Resident in Mysore, Bangalore, to the Secretary to Government, Electrical Department, Bangalore.

Jog Falls Hydro-electric scheme - Supply of power to the Ceded Districts - Draft Agreement.

In continuation of my endorsement no.R.F.391-45/Pol. dated the 15th February 1947, I am directed to state that the Government of Madras have since written to say that the matter is under consideration.

no.EDS. 3301 / Elet-44-46-15 dated Bangalore. //K March 1947

Copy of the above, is forwarded, with compliments, to the Chief Electrical Engineer, for information.

10/11/47
For Secretary to Government,
Electrical Department.

A.N.10th

2/c

TELEPHONE No. 2110

NO. 26820

EN LO. one

TELEGRAPHIC ADDRESS:

'GOMED'

205
Eled 44-46-15(4)

113
GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER,

Bangalore 8 March 18th 1947

(MYSORE, S. INDIA)

The Secretary to Government,
Electrical Department,
BANGALORE.

Sir,

SUPPLY OF POWER TO CEDED DISTRICTS - DRAFT AGREEMENT

I have the honour to invite your kind reference to Clause 18 of the draft agreement proposed to be entered into between the Government of Madras and this Government for the supply of electricity to Ceded Districts at Ujjini, and to state that the clause contemplates that if supply of electrical energy under the agreement is not commenced by the first day of August 1948 (One Thousand, Nine Hundred and Forty Eight) owing to the Supplier being unprepared to give supply, he shall pay to the consumer a penalty at the rate of Rs.10,000/- a month from the first day of August 1948 until the actual commencement of supply under the agreement. From the correspondence with the firms with whom orders have been placed for conductors, insulators and line hardware materials, it is seen that all the materials cannot be expected to be received earlier than June 1948. Therefore, it will not be possible to commence supply at Ujjini from 1st of August 1948, and in order to avoid payment of penalty it is necessary that the date fixed under the agreement for the same be altered from 1st August 1948 to 1st January 1949.

In this connection I am enclosing, herewith, a copy of my letter to the Chief Engineer for Electricity, Government of Madras, and his reply thereto, for favour of information of Government.

I have the honour to be,

Sir,

Your most obedient servant,

K. S. Narayana
Chief Electrical Engineer. 18/3

MH-PNR.

114

D.O. letter No. 4397, dated 5th March 1947, from M. Hayath, Esq., Chief Electrical Engineer to the Government of Mysore, Bangalore, to G. Sundaram, Esq., Chief Engineer for Electricity, Chepauk, Madras.

Power supply to Ceded Districts.

I wish to invite your kind reference to my D.O. letter No. 4388, dated the 18th ultimo, on the above subject, and shall be glad if you will kindly let me know whether I could suggest to Government about the postponement of the above power supply to 1st January 1949.

I shall be obliged if you will kindly let me have an early reply in the matter.

REPLY.

D.O. letter, dated 7th March 1947, from G. Sundaram, Esq., Chief Engineer for Electricity, Government of Madras, to M. Hayath, Esq., Chief Electrical Engineer, Govt. of Mysore, Bangalore.

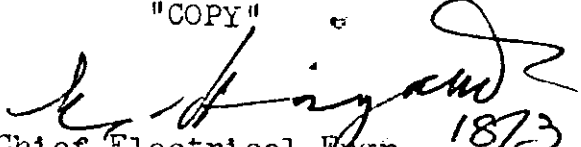
Power supply to Ceded Districts.

I have your D.Os. 4388 and 4397 dated 18th Feb. and 5th March.

We also have difficulty in getting early delivery of materials, but we are hoping to be ready to take power for the Tungabhadra Dam construction works by August 1948. The rest of our grid would be ready shortly afterwards.

In the circumstances I suggest that while the penalty date fixed in the agreement may be altered to 1st January 1949, every endeavour be made by you to give us supply at least by 1st October 1948.

"COPY"


Chief Electrical Engr. 18/3

PNR.

No. E. D. S.

Encls.

ELECTRICAL SECRETARIAT

Bangalore,

27th March 1947

From

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Secretary to the Hon'ble
the Resident in Mysore, Bangalore.

Subject:- Jog Falls Hydro-Electric Scheme - Supply of
power to the Ceded Districts - Draft
Agreement.

S i r,

I am directed to invite a reference to your letter No. RF.391-45/pol. dated the 3rd March 1947 on the above subject and to state that as per clause 18 of the draft agreement proposed to be entered into with the Government of Madras in connection with the above, supply of electrical energy is to commence from the 1st day of August 1948, failing which a penalty at the rate of Rs 10,000/- a month has to be paid to the consumer from the first day of August 1948 until the actual commencement of power supply. It is now reported by the Chief Electrical Engineer that from the correspondence with the firms with whom orders have been placed for Conductors, Insulators and Line Hardware materials it is seen that all the materials cannot be expected to be received earlier than June 1948 and that it will therefore not be possible to commence supply at Ujjini from 1st August 1948. I am therefore to request that the Government of Madras may kindly be informed that the date fixed under the agreement may be altered from 1st August 1948 to 1st January 1949.

I have the honour to be,

S i r,

Your most obedient servant,

Sd. R. Ramakrishna,

Secretary to Government,
Electrical Department.

A.N.26

P.T.O.

116
No.EDS. 3457/Elcy 44-46-19.
Dated Bangalore, 27th March 1947

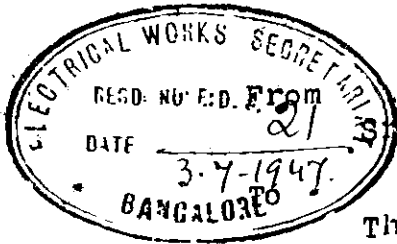
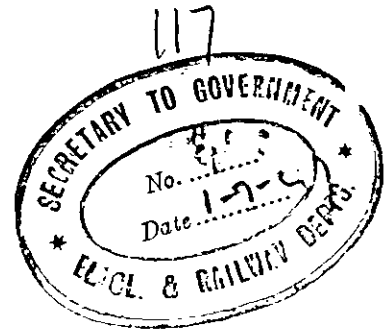
Copy of the foregoing is forwarded, with compliments,
to the Chief Electrical Engineer, for information, with
reference to his letter No.26820 dated 18th March 1947.

A.N.26th .

gpc R.L. 27/3/47.
Secretary to Government,
✓ Electrical Department.

Filed 44-46-R

GOVERNMENT OF MADRAS.
Public Works Department.
No.1601 E/45-45.



Shri. T. V. Natesa Mudaliar, B.A.,
Assistant Secretary to Government.

The Electrical & Railway Secretary
to the Government of Mysore,
B & A N G A L O R E.

Dated, Fort St. George the 26th June 1947.

377
Sir,

Sub: Jog Falls Hydro-Electric Scheme - Supply of power to the Ceded Districts - Draft Agreement.

Ref: Madras Government's letter No.1601E/45-44, dated 1st May 1947 to the Secretary to the Hon'ble the Resident xx in Mysore

...

I am directed to enquire when final copies of the agreement may be expected.

Your obedient servant,

Lvn/-27.E.

T. V. Natesa
for Secretary to Government.

Assst. Secy

Ref. 17/47

xx The Supdt will please see me
17/47

SUBJECT

Supply of power to Madras etc -

State A.C. etc

Section ElecFile No. 44-46Serial No. 24

Diary No. of letter replied to.....

General and Revenue Secretariat

()
the

194

To,

The Secretary to the Hon'ble
the Resident in Mysore
BangaloreDate of issue 8/7/1947In enclosing herewith a copy of letter No. 1601 E/45-46 d. 26-6-47
received from the Secy. to Govt., P.W.D., Madras, I am directed to stateSigned by M. R. Ramakrishna

State that a copy of letter No. 1601 E/45-46
d. 1st May '47 addressed to you
by him has not been received
in this office, and as such I
am to request that a copy thereof
may kindly be arranged to be
forwarded for taking further
action.

R.R.

List of enclosures

6-7-47

Copy of letter No. 1601 E/45-46, Madras

Copied by.....

Examined by.....

Recd

No. 63-64/Elec

44-46-24

Enclosures

Sir

a reference to letter No. 1601 E/45-46
dated 1st May 1947
of the Govt. of Madras to
the Residency on the above
subject and to request
to be informed whether
the above letter of the Govt.
of Madras has been forwarded
to this Govt.

I am to forward a copy of the letter under above
number to be sent to this Govt. for reference and
further action. I have etc.

Secretary to Govt.
Electrical Dept.Bu
17

No. E.D.S. 63-64 / Elec 44-46 -24
Encls.

Electrical Department
Bangalore, 8th July 1947

From

*The Secretary to Government,
Electrical Department,
Bangalore.*

To

*The Secretary to the Hon'ble
the Resident in Mysore, Bangalore.*

Subject:- Supply of power to Ceded Districts -
Draft Agreement.

S i r,

In enclosing herewith a copy of letter No.1601 E/45-45 dated 26th June 1947 received from the Secretary to Government, Public Works Department, Madras, I am directed to state that a copy of letter No.1601 E/45-44 dated 1st May 1947 addressed to you by him has not been received in this office, and as such I am to request that a copy thereof may kindly be arranged to be forwarded for taking further action.

I have the honour to be,
S i r,
Your most obedient servant,

Sd. R. Ramakrishna,
Secretary to Government,
Electrical Department.

A.N.7th

P.T.O.

120

No.EDS. 63-64/Electr

Dated Bangalore, 8th July 1947

Copy of the foregoing, is forwarded, with compliments
to the Secretary to Government, Public Works Department,
Madras, for information.

9c (R) 7.7.47
Secretary to Government, ~~Electrical~~
Electrical Department.

121

Letter No.1601 E/45-45⁵ dated 26th June 1947,
from the Secretary to Government, Public Works Depart-
ment, Madras, to the Secretary to Government,
Electrical Department, Bangalore.

Subject:- Jog Falls Hydro-Electric Scheme -
Supply of power to the Ceded Districts
Draft Agreement.

Reference:- Madras Government's letter No.1601E/
45-44, dated 1st May 1947 to the
Secretary to the Hon'ble the Resident
in Mysore.

I am directed to enquire when final copies of
the agreement may be expected.

" Copy "

gc *RL 7.7.47*
Secretary to Government,
Electrical Department.

A.N.7th

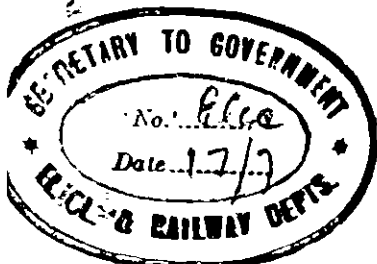
Elect 44-46-26 No. F. 391-45/Pol.

VERY URGENT.

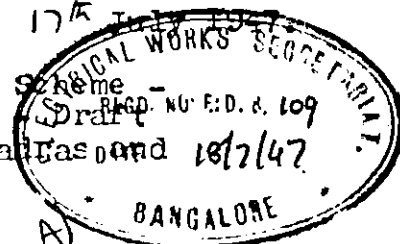
122

From - The Secretary to the Hon'ble the Resident in Mysore.
To - The Secretary to the Government of His Highness
the Maharaja of Mysore, Electrical Department, Bangalore.

Dated Bangalore, the 17th July 1947.



Electricity - Jog Falls Hydro-Electric Scheme
Supply of power to the Ceded Districts
agreement between the Governments of Madras and
Mysore.



.....

SIR,

I am directed to refer to your letter No.E.D.S.63-64/Elect.44-46-24, dated the 8th July 1947, and to forward a copy of the Madras Government's letter No.1601-E/45-44, dated the 1st May 1947. A copy of their letter No.1601-E/45-41, dated the 10th April 1947, referred to therein is also enclosed.

2. I am to add that on receipt of the Madras Government's letter of the 1st May 1947, the Political Department were requested to obtain the approval of His Majesty's Excellency the Crown Representative to the draft agreement. They have now informed this Residency that the Crown Representative has approved the agreement subject to the insertion in clause 12(1) of the words "based on" between the words "supply shall be" and "maximum kilowatt demand". I am accordingly to request that five copies of the final agreement (incorporating the above amendment and also the amendments referred to in the two letters of the Government of Madras quoted above) may, after being signed on behalf of the Government of Mysore, be sent to the Government of Madras with the request that all the five copies may kindly be completed and sent to this Residency direct for transmission to the Political Department for obtaining the necessary endorsement in token of its approval by the Crown Representative.

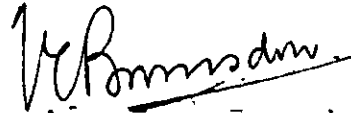
Copies

17.7.47
18.7.47
17.7.47
18.7.47

Copies of the agreement so endorsed will be sent to the Governments of Madras and Mysore in due course.

3. A copy of this letter is being sent to the Government of Madras for information.

I have the honour to be,
Sir,
....Your most obedient servant,



SECRETARY TO THE RESIDENT.

Copy, together with a copy of the Mysore Government's letter replied to, is forwarded to the Secretary to the Government of Madras, Public Works Department, Madras, for information.

Letter from the Secretary to the Government of Madras, Public Works Department, No.1601-2/45-41, dated the 1st May 1947.

124

Electricity - Jog Falls Hydro-Electric Scheme - Supply of power to Ceded Districts - Draft agreement.

Ref: Your L.R.F. 501-45/Pol., dated 28th March 1947.

In continuation of my letter No.1601-2/45-41, dated 10th April 1947, I am directed to state that the Government of Madras agree to the extension of the penalty date in clause 13 of the draft agreement from 1st August 1948 to 1st January 1949. It will, however, be highly appreciated if the Mysore Government can kindly endeavour to give supply at least by the 1st October 1948, by which date this Government may be ready to take supply for the Punjabnagara Dam Construction work.

Letter from the Secretary to the Government of Madras, Public Works Department, No.1601-2/45-41, dated the 10th April 1947.

Electricity - Jog Falls Hydro-Electric Scheme - Supply of power to Ceded Districts - Draft Agreement.

Ref: Your L.R.F. 51-45/Pol. dated 21st December 1946.

I am directed to state that the Madras Government accept the draft agreement subject to the following minor corrections:-

Clause.	Line.	Correction.
7	2	The word "the" between "of" and "calendar" may be corrected as "each".
8(i)	7	For the word "the" between the words "if" and "substitutive" the word "a" may be substituted.
9	10	"modification" may be altered into "modification".
13	3	At the end of the line, the word "the" may be inserted after "article".
14	4	"readings" may be substituted for "reading".
15	1	The expression "the payment" may be altered into "any payment".
17	5	"guarantee" may be substituted for "guarantee".

2. I am to request that final copies of the agreement may be kindly forwarded to this Government for completion.

Immediate

125

Appendix F. G.—1]

SUBJECT

Electricity - Jog Falls Hydro-Electric Scheme
supply of power to the Ceded Dts. - Draft
agreement between the Govt. of Madras
Hydro.

11/5/47

Section

Elccl

File No.

44-46

Serial No.

28

Diary No. of letter replied to.....

Recd

No. ER 219/El.

Enclosures

General and Revenue Secretariat

To.

()

the 194

The Chief Electrical Engineer,
Bangalore

Date of issue... 23/7/1947

Sir

~~Encl~~

Signed by... M. R. Ramaswami

With reference to corres-
pondence ending with your
letter No. 26820 dated the 18th
March 1947 for the above subject,
I am directed to forward
herewith a copy of letter No.
R.F. 391-45/El. dated the
17th July 1947, received
from the Residenty and to
request that six copies of
the agreement may kindly
be forwarded after

List of enclosures.....

Copied by.....

Examined by

Am
23/7

nb

incorporating all the changes now —

approved by the Political Dept, provided they are all acceptable to you.

I have etc.

KH.

21/7

Secretary to Govt.

Electrical Dept

21/7

21.7.47

~~18~~

Letter No.R.F.391-45/Pol. dated 17th July 1947 from the Secretary to the Hon'ble the Resident in Mysore, Bangalore to the Secretary to Government, Electrical Department, Bangalore.

Electricity - Jog Falls Hydro-Electric Scheme -
Supply of power to the Ceded Districts - Draft
Agreement between the Governments of Madras and
Mysore.

1. I am directed to refer to your letter No.EDS.63-64/Elect. 44-46-24 dated the 8th July 1947, and to forward a copy of the Madras Government's letter No.1601-E/45-44, dated the 1st ^{May} ~~July~~ 1947. A copy of their letter No.1601-F/45-41, dated the 10th April 1947, referred to therein is also enclosed.

2. I am to add that on receipt of the Madras Government's letter of the 1st May 1947, the Political Department were requested to obtain the approval of His Excellency the Crown Representative to the draft agreement. They have now informed this Residency that the Crown Representative has approved the agreement subject to the insertion in clause 12(i) of the words "based on" between the words "supply shall be" and "maximum kilowatt demand". I am accordingly to request that five copies of the final agreement (incorporating the above amendment and also the amendments referred to in the two letters of the Government of Madras quoted above) may, after being signed on behalf of the Government of Mysore, be sent to the Government of Madras with the request that all the five copies may kindly be completed and sent to this Residency direct for transmission to the Political Department for obtaining the necessary endorsement in token of its approval by the Crown Representative.

Copies of the agreement so endorsed will be sent to the Governments of Madras and Mysore in due course.

3. A copy of this letter is being sent to the Government of Madras for information.

P.T.O.

Path

Letter from the Secretary to the Government of Madras, Public Works Department No.1601-E/45-44, dated the 1st May 1947.

Electricity - Jog Falls Hydro-electric Scheme - Supply of power to Ceded Districts - Draft agreement

Reference:- Your No.R.F.391-45/Pol. dated 28th March 1947.

In continuation of my letter No.1601-E/45-41, dated 10th April 1947, I am directed to state that the Government of Madras agree to the alteration of the penalty date in clause 18 of the draft agreement from 1st August 1948 to 1st January 1949. It will, however, be highly appreciated if the Mysore Government can kindly endeavour to give supply at least by the 1st October 1948, by which date this Government may be ready to take supply for the Tungabhadra Dam Construction Works.

Letter from the Secretary to the Government of Madras, Public Works Department, No.1601-E/45-41, dated the 10th April 1947.

Electricity - Jog Falls Hydro-Electric Scheme - Supply of Power to Ceded Districts - Draft Agreement.

Reference:- Your No.R.F.391-45/Pol. dated 21st December 1946

I am directed to state that the Madras Government accept the draft agreement subject to the following minor corrections:-

<u>Clause</u>	<u>Line</u>	<u>Correction.</u>
7	3	The word "the" between "of" and "calendar" may be corrected as "each"
8(i)	3	For the word "the" between the words "of" and "Representative" the word "a" may be substituted.
9.	10	"modification" may be altered into "modification".
13	2	At the end of the line, the word "the" may be inserted after "should"

Shah

129

3.

<u>Clause.</u>	<u>Line</u>	<u>Correction.</u>
15	4	"readings" may be substituted for "reading"
16	1	The expression "the payment" may be altered into "any payment".
17	5	"guarantees" may be substituted for "guarantee".

2. I am to request that final copies of the agreement may be kindly forwarded to this Government for completion.

"Copies"

Jc

S. Sivadasa
Secretary to Government,
Electrical Department.

hll

...H.23rd.

From

ELECTRICAL SECRETARIAT 947/30

No. E.D.S. 219/82 44-46-28
Encls.

Bangalore, 23/7/1947

From

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Chief Electrical Engineer
to the Government of Mysore,
Bangalore.

~~Subject:- Electricity~~ Jog Falls Hydro - Electric
Scheme - Supply of power to the Ceded
Districts - Draft Agreement between the
Government of Madras and Mysore.

Sir,

With reference to correspondence ending with your letter No.26820 dated the 18th March 1947 on the above subject, I am directed to forward herewith a copy of letter No.R.F.391-45/Pol. dated the 17th July 1947 and of its enclosure received from the Secretary to the Hon'ble the Resident in Mysore and to request that six copies of the agreement may kindly be forwarded after incorporating all the changes now approved by the Political Department, provided they are all acceptable to you.

I have the honour to be,

Sir,

Your most obedient servant,

R.L. 23.7.47

Secretary to Government,
Electrical Department.

Sd/-

e/c

N.23rd

Elc 44-46-30.

VERY URGENT.

No.RF.391-45/Pol.

Bangalore, the 31st July 1947. 131

From - The Secretary to the Hon'ble the Resident in Mysore.

- To - 1. The Secretary to the Government of His Highness
 the Maharaja of Mysore, Electrical Department, Bangalore.
 2. The Secretary to the Government of Madras,
 Public Works Department, M a d r a s.

Electricity - Jog Falls Hydro-Electric Scheme - Supply of
 power to the Ceded Districts - Agreement between the Governments
 of Madras and Mysore.

DATE 1-8-1947.

BANGALORE

I am directed to refer to the letter from this Residency
 endorsement

No.RF.391-45/Pol, dated the 17th July 1947, and to state that in view
 of the closing down of the Political Department after the 14th August
 1947 and their instructions in that connection that no communications
 excepting urgent telegrams should be sent to them after the 10th August
 1947, it will not be possible to send the executed copies of the above
~~and~~ agreement to the Political Department for obtaining the necessary
 endorsement in token of its approval by the Crown Representative unless
 the copies are received in this Residency by the 5th August 1947 at the
 latest.

I have the honour to be,
 Sir,
 Your most obedient servant,

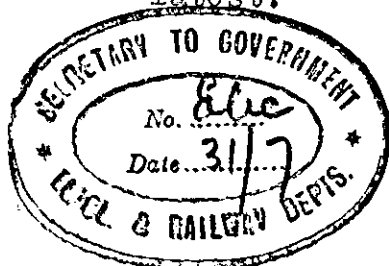
P. Karayanaiah
 for SECRETARY TO THE RESIDENT

xxx

In what stage is
 this question?

R.R. 31/7

for 31.7.47



Immediate 132✓

Appendix F. G.—1]

SUBJECT Electricity - for Falls Hydro-Electric Scheme.
Supply of power to the bedded Dts. -
Agreement therefor

Section Edel

File No. 44-46.

Serial No.

Diary No. of letter replied to.....

Edel No. 422/81

General and Revenue Secretariat

To.

()
the 194 .

The Chief Electrical Engineer,
Bangalore

Dear Mr. Hagath
Sir,

Date of issue 2/8/47

I am directed to invite

Signed by M. R. R.

a reference to this office
letter No. EDS. 219/Edel. 44-46-28
Dy 23/7/47 on the above
subject and to request
that ^{six} copies of the agreement
therein called for may
kindly be forwarded

List of enclosures.....

immediately, as the Presidency
has requests for ^{breach them} ~~requires~~ these copies before

Copied by.....

the 5th August 1947 for
forwardal to the Political

Examined by

133

Dept. for necessary endorsement in
token of its approval by the Brown
Representative.

I have etc.

RR

Secretary to Govt.
Election Dept.

1/8

1.8.47

500 422/82 44-46-2.

Immediate

174
2nd August 1947

Dear Mr. Hayath,

Electricity: Jog Falls Hydro-electric
Scheme: Supply of power to the Ceded
Districts - Agreement therefor.

I am directed to invite a reference to this office letter No. EES.219/Elect. 44-46-28 dated the 23rd July 1947 on the above subject, and to request that six copies of the agreement therein called for may kindly be forwarded immediately, as the Residency has requested for those copies to reach them before the 5th August 1947 for forwarding to the Political Department for necessary endorsement in token of its approval by the Crown Representative.

Yours sincerely,

R.R.

M. Hayath, Esq., B.E., B.S.E.E.,
Chief Electrical Engineer
to the Govt. of Mysore,
Bengaluru.

TLC.

TELEPHONE No. 2110.

B.663.



TELEGRAPHIC ADDRESS:

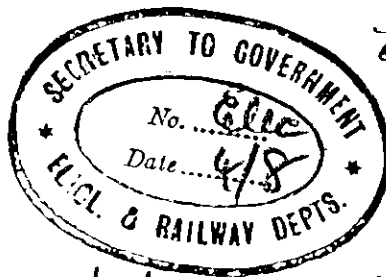
"GOMED"

CODES USED

BENTLEY'S LIEBER'S

A. B. C. 6TH EDITION

BUSINESS TELEGRAPH CODE.



Eled 44-46-31

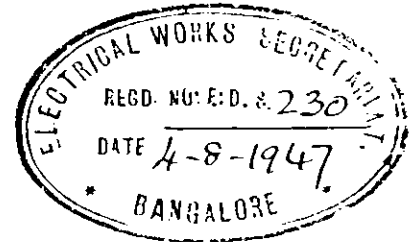
GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

135

OFFICE OF THE CHIEF ELECTRICAL ENGINEER

Bangalore, 4th August, 1947.
(MYSORE, S. INDIA.)

xx
Rk
4/8/47
or
4.8.47



The Secretary to Government,
Electrical Department,
B a n g a l o r e .

Sir,

Electricity - Jog Falls Hydro - Electric
Scheme - Supply of power to the Ceded
Districts - Draft Agreement between the
Government of Madras and Mysore.

(N)
With reference to your letter No. EDS.219/Elec1.44-46-28
dated the 23rd July 47 on the above subject, I have the
honour to forward herewith six copies of the draft-agreement
duly incorporating the changes.

I have the honour to be,
Sir,
Your most obedient servant,

K. H. Nayand
4/8
CHIEF ELECTRICAL ENGINEER.

THIS AGREEMENT made this day of
 one thousand nine hundred and forty
 between the Government of His Highness the Maharaja of Mysore
 (hereinafter called the 'Supplier' which expression shall --
 where the context so admits include its successors and assigns,
 represented by the Secretary to the said Government, Electrical
 Department for the time being or of the one
 part and His Excellency the Governor of Madras in the exercise
 of the executive authority of the Province of Madras (herein-
 after called the 'Consumer' which expression shall where the
 context so admits include his successors in office and --
 assigns) of the other part.

WHEREAS the Consumer has requested the Supplier to furnish
 to him a supply of electrical energy up to 4000 H.P. in bulk
 at the point hereinafter mentioned for the purpose of dis-
 tribution by the consumer in the Ceded Districts of the Province
 of Madras and for any other purposes for which the consumer
 may require such energy;

AND WHEREAS the Supplier has agreed to supply such energy
 to the consumer for the period and upon the terms and conditions
 hereinafter set forth;

THEY HEREBY CERTIFY that the parties have agreed in
 manner following, that is to say:-

1. (1) The supplier agrees to supply to the consumer electrical
 energy up to 4000 H.P. in bulk at the point hereinafter mentioned
 on 3 phase 50 cycles alternating current system at a normal
 pressure of 66000 Volts.

(11) In the event of the consumer requiring at any time a
 supply of more than 4000 H.P., such additional supply as the
 supplier may agree to afford may be made by the supplier to the
 consumer on terms and conditions to be mutually agreed upon.

Witnessed

2. The point of supply shall be at a place to be mutually agreed upon near Ljini, Lellary District but within the border of the Mysore territory and a single 66 k.V. line shall be run from the supplier's present terminal at Ravangere to the point of supply at the expense of the supplier who will at its ^{his} expense lay, fit up, maintain, supervise and keep in repair, suitable and proper cables and other apparatus for such delivery and for metering at the point of supply.

3. (i) The supplier will take all reasonable precautions to ensure a supply of power to the consumer and the due continuity of such supply with as little variation of voltage and frequency as is reasonably practicable, but the supplier shall not be liable to the consumer for any loss due to interruption in the supply of power by reason of cutting off or damage to any wires or works of the supplier due to war, cutting, riot, or strike or by reason of earthquake, hurricane, or tempest, or of any accident or causes not within the control of the supplier, provided always that the supplier shall give notice as early as possible of the probable duration of any interruption in supply due to any of the aforesaid causes and will use every practicable means to make the period of interruption as short as possible.

(ii) If at any time the consumer is prevented from receiving and using the electrical energy to be supplied under this agreement either in whole or in part owing to any strikes, riots, incarcinations, lawful command of a Civil or Military authority, fire, explosion, act of God or any other cause reasonably beyond control of the consumer, the minimum charge or guarantee under this agreement shall be reduced in proportion to the ability of the consumer to take supply without prejudice to the payment referred to under clauses 17 and 18.

4. For the purpose of registering the electrical energy taken and the demand in kilowatts made by the consumer under this agreement there shall be provided by the supplier one suitable 66000 volt metering equipment at the point of supply which shall be

Contd.

138

the property of and to be kept in repair and calibrated by the supplier. Meter rent shall be charged in accordance with the scales from time to time in force in the Department of Electricity of the supplier.

5. The consumer may at his own expense install check meters at the metering point of the supplier.

6. The meters belonging to the supplier shall be kept properly sealed by the supplier and the meters belonging to the consumer shall be kept properly sealed by the consumer. The meters shall not be interfered with by either party except after due intimation to the other party.

7. The readings of the said meters installed by the supplier shall be taken by the accredited representatives of the supplier at or as near as may be practicable on the last day of each calendar month and the readings so taken shall be final and conclusive between the supplier and the consumer as to the amount of electrical energy supplied to the consumer. The consumer's representative may examine & be present at the time of the readings. In the event of any meter being found defective and a check meter not having been installed the power consumed for the period during which the meter was defective shall be determined by taking the daily average consumption for the previous period of not less than and not exceeding three months. The meter or meters shall be deemed to be correct if as a result of test the meter or meters is or are found to vary within the limits prescribed by the Indian Electricity Act 1907 or any statutory modification thereof for the time being in force.

8. (i) Once in every year the meters shall be calibrated and standardised if considered necessary by the supplier, in the presence of a representative of the consumer.

(ii) Adjustment in this will be made if error at average load and power factor of the consumer, when the meter appears to be incorrect during annual periodical tests, for a period

contd.

period of three months unless there is evidence for adopting a different period. The meter or meters shall be deemed to be correct if as a result of test the meter or meters in or are found to vary within the limits prescribed by the Indian Electricity Rules 1937 or any statutory modification thereof for the time being in force.

9. Either party to this agreement may at any time and after notice to the other party have a special test carried out of any or all the meters belonging to the supplier above mentioned at a place to be fixed by mutual agreement. The meter or meters so tested shall be deemed to be correct if as a result of such test the meter or meters in or are found to vary within the limits prescribed by the Indian Electricity Rules 1937, or any statutory modification thereof for the time being in force. If the mean error be found to be more than that prescribed by the said Indian Electricity Rules or any statutory modification thereof for the time being in force the supplier will debit the account of the preceding period of three months an amount equivalent to the error. The expenses of such test shall be borne by the supplier in the event of the account requiring any adjustment as hereinbefore mentioned. If no adjustment of the account is necessary as a consequence of such special test the party at whose instance the test was conducted shall bear the costs of such tests.

10. The rates to be charged by the supplier for the power supply at the point of supply under this agreement will be in accordance with the high tension tariff set out below:

Class and total monthly consumption	Rate per K.W.H.	Rate per H.P. of maximum demand per month.
In R. S. P.	Anna.	
I. Up to 1,00,000	0.450	(Upto 1000 Kw. H.P.)
II. Exceeding 1,00,000 & upto 150000	0.425	
III. " 1,50,000 " 200000	0.400	
IV. " 2,00,000 " 250000	0.375	
V. " 3,00,000 " 500000	0.350	
VI. " 5,00,000 " 1000000	0.325	
VII. " 10,00,000 "	0.300	

Contd.

The above tariff is subject to a maximum overall unit charge of 0.60 anna per unit without prejudice to the minimum monthly payment defined in clause 12, provided the consumption is in excess of 1,50,000 units per month. If the consumption is below 1,50,000 units per month, the tariff is subject to a maximum overall unit charge of 0.75 anna per unit without prejudice to the minimum monthly payment defined in clause 12.

11. For the purpose of this agreement, the maximum demand of supply to the consumer for each month shall be the maximum demand at the point of supply during any consecutive thirty minutes in the month.

12. (i) Maximum demand charges for any month and at the point of supply shall be based on maximum demand as determined in accordance with clause 11 for the previous calendar month commencing from January of each year and ending with the month in question. For the first calendar year of service the demand charge for any month will be based on the maximum demand for the month commencing with the month of commencement of supply and ending with the month in question. The demand charge for the first month of service shall correspond to the maximum demand for that month.

(ii) The demand payment will be a fixed amount whether or not it is collected or not, and shall constitute the minimum monthly payment.

13. The power factor of the plant and apparatus owned by the consumer at the point of supply shall not be less than 0.8. Should the power factor be below 0.8 it is liable to a penalty of 8 annas (eight annas) per 1% of monthly demand while if the power factor drops below 0.7 it must be brought up to the level specified by the engineers of the supplier, failing which the services may be discontinued. For purposes of this clause the power factor shall be that determined during the half hour of maximum demand on any working day in the month.

Article

14/ 13-A. The supplier reserves the right to discontinue supply power for purposes of testing for a period not exceeding one hour once every month and also at any other time if it should appear necessary for the supplier to test any portion of the plant in order to secure subsequent continuity of supply or for the purpose of connecting new machinery. These monthly stoppages may at the option of the supplier be extended on due notice to six hours once every six months. No reduction of the monthly charges shall be claimed by the consumer on this account.

14. The supplier and the consumer agree that no tax shall be levied by either of them on the other in respect of the supply under this agreement. If any such tax is levied, the party so taxed shall be reimbursed by the other party.

15. The supplier shall within fifteen days after the expiration of each calendar month deliver to the consumer an account stating the number of units supplied to the consumer by the supplier in accordance with the readings of the said meters and the amount payable therefor and also the amount payable in respect of the maximum demand charge and other charges if any payable by the consumer to the supplier and the consumer shall pay the same within thirty days from the delivery of such account. Provided that the supplier shall be at liberty to charge interest at the rate of 7 per cent (seven per cent) per annum on the amounts of such bills as are not paid within the abovesaid period of 30 days in addition to and without prejudice to the other rights of the supplier herein contained.

16. If any payment herein provided for or any part thereof shall be unpaid for the space of thirty days next after any of the days whereon the same ought to have been paid as aforesaid or if the consumer shall not in all things perform and observe the conditions herein contained and on the part of the consumer to be observed and performed then and in such cases and in addition to any other right or power possessed by the supplier the supplier shall be at liberty at any time thereafter notwithstanding that the supplier may not have taken advantage of any previous breach or default or event of a like nature at its choice to suspend all further supply of electrical energy under this agreement or

to discontinue the supply once for all. Such suspension of the supply of electrical energy shall not relieve the consumer of his liability to pay the minimum charge and the guaranteed revenue provided for herein and shall such discontinuance affect any right, claim, demand or power which may have accrued to the supplier.

17. In consideration of the supplier constructing the 66000 volts transmission line from the supplier's present terminal at Ravangere to the point of supply and installation of equipment at Bhadravati to effect the said supply and supplying electrical energy to the consumer, the consumer guarantees to the supplier that the revenue arising from bills for the sale of power to the consumer during the period of this agreement shall not be less than the actual capital investment incurred by the supplier to effect the bulk supply to the consumer under this agreement. The actual capital investment aforesaid is expected to be about Rs.13 lakhs (thirteen lakhs). Should the revenue during the period of this agreement be less than the actual capital investment incurred by the supplier ^{the} consumer shall be required to pay to the supplier at the end of the period of this agreement and along with the payment of the last bill for consumption of energy supplied to the consumer during the period of this agreement, the difference in total revenue received during the period of this agreement and the guaranteed amount of actual capital investment incurred by the supplier.

18. The supplier shall give notice to the consumer as soon as the supplier is ready to give supply under this agreement and the consumer shall give notice to the supplier as soon as the consumer is ready to take supply. If supply of electrical energy under this agreement is not commenced by the first day of January one thousand nine hundred and forty nine owing to the supplier being unprepared to give supply or the consumer being unprepared to receive such

supply, the party who is unprepared shall pay to the other of them a penalty at the rate of Rs. 1,000 (ten thousand) a month from the first day of January one thousand nine hundred and forty nine until actual commencement of supply under this agreement.

12. (i) This agreement shall subject as hereinbefore provided to and remain in force for a period of eight years from the date of commencement of supply of electrical energy under this agreement. The contractor shall however be at liberty to determine this agreement and stop taking supply thereunder at any time after five years from the date of commencement of supply, provided the total revenue arising from the sale for the sale of power to the consumer from the date of commencement of supply is equal to the actual capital investment incurred by the supplier to effect the bulk supply to the consumer under this agreement.

(ii) At the request of the contractor this agreement may be extended to a period of eight years for a further period on terms and conditions to be mutually agreed upon by the supplier and the consumer.

13. (1) The hydro-electric system of the supplier and the Tungbuhara hydro-electric system of the consumer may be operated in parallel provided that should such parallel operation affect prejudicially the operation of either of the systems then the two systems may be separated at a sub-station to be mutually agreed upon between the supplier and the consumer.

(2) The supplier and the consumer agree to retain permanently after the expiration of this agreement the line of the supplier from Tavadara to Ujjini and that of the consumer from Ujjini to the Tungbuhara hydro-electric system of the consumer respectively. Each party shall maintain at its or his own expense the portion of the ^{line} line lying within its or his territory.

(3) The interchange of power between the two hydro-electric systems of the supplier and the Tungbuhara hydro-electric system

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of the consumer shall be on terms and conditions to be mutually agreed upon therefor by the supplier and the consumer at a later date.

21. Any dispute or difference arising between the supplier and the consumer or their respective electrical engineers as to the supply of electrical energy or the pressure thereof or as to the rates of supply or as to the interpretation of this agreement or the right of the supplier or the consumer to determine the same or any other question, matter or thing arising hereunder, shall be referred to a single arbitrator to be mutually agreed upon by both the parties and the arbitrator's decision thereon shall be final and binding on both parties.

IN WITNESS WHEREOF the Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department, for the time being is.

for and on behalf

of the Government of His Highness the Maharaja of Mysore and

Chief Engineer for Electricity

to the Government of Mysore for and on behalf ^{of} and by the order and direction of His Excellency the Governor of Mysore have hereunto set their hands.

Signed by the above named
in the presence of:

1.

2.

Secretary to the Government
of His Highness the Maharaja of
Mysore, Electrical Department

Signed by the above named
in the presence of:

1.

2.

Chief Engineer for Electricity
to the Government of Mysore.

Immediate 145

Appendix F. G.—1]

SUBJECT Electricity - Gov. Falls Hydro-Electric Scheme -
Supply of power to the Bedd Sts. - Draft Agreement
between the Gov. of Madras & Mysore

Section Elbol
File No. 44-46
Serial No. 33

ary No. of letter replied to.....

No. E.O.S 478.

General and Revenue Secretariat

()
the 194 .

To.

The Secretary to the Hon'ble
the Resident in Mysore,
Bangalore

Date of issue 6th August 1947

Sir,

Signed by Mr. R. Ramakrishna

I am directed to acknowledge
the receipt of your letter No.
R.F.391-45 / Pol. dated the ^{31st} ~~4th~~
July 1947 on the above subject
as desired
and to forward herewith,
duly completed, five copies
of the above agreement for
favour of ~~receipt~~ further action.
I have etc.

List of enclosures (5 Copies of
Agreement)

Copied by

Am
5/8 W

Examined by

R.L. 578W.
Secretary to Govt.
Electrical Dept.
10
5/8 W
5.8.47

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

166

General and Revenue Secretariat,

No. EOS 478/Elec 44-46-33 Dated Bangalore, 6th August.....1947..

Five Copies of Agreement

FROM

*The Secretary to the Government of His Highness
the Maharaja of Mysore.*

TO

Electrical Department, Bangalore.

The Secretary to the Hon'ble
the Resident in Mysore, Bangalore.

Subject:- Electricity - Jog Fall Hydro-Electric
Scheme supply of power to the Ceded
Districts - Draft Agreement between
the Government of Madras and Mysore.

S i r,

I am directed to acknowledge the receipt of your
letter No.R.F.391-45/Pol. dated the 31st July 1947 on the
above subject, and to forward herewith, as desired duly
completed, five copies of the above agreement for favour of
further action.

I have the honour to be,

S i r,

Your most obedient servant,

91

RL. 68/47

Secretary to Government,
Electrical Department.

A.N.5th

AGREEMENT made this.....1st.....day of.....September.....
one thousand nine hundred and forty
 seven Between THE GOVERNMENT OF HIS HIGHNESS THE N. RAJA OF
 HYDRABAD (hereinafter called the 'Supplier' which expression
 shall, where the context so admits, include its successors
 and assigns) represented by the Secretary to the said
 Government, Electrical Department for the time being Mr.
 N. S. RAMANATHA of the one part AND HIS HIGHNESS THE
 GOVERNOR OF MADRAS in the exercise of the executive
 authority of the Province of Madras (hereinafter called the
 'Consumer' which expression shall, where the context so
 admits, include his successors in office and assigns) of the
 other part.

WHEREAS the Consumer has requested the Supplier to
 furnish to him a supply of electrical energy up to 4000 K.W.
 (four thousand Kilowatts) in bulk at the point hereinafter
 mentioned for the purpose of distribution by the Consumer
 in the Ceded Districts of the Province of Madras and for
 any other purposes for which the Consumer may require such
 energy;

AND WHEREAS the Supplier has agreed to supply such
 energy to the Consumer for the period and upon the terms and
 conditions hereinafter set forth;

NOW THESE PARTIES WITNESS that the parties have agreed
 in manner following, that is to say:-

1. (i) The Supplier agrees to supply to the Consumer
 electrical energy up to 4,000 K.W. in bulk at the point
 hereinafter mentioned on 3 - phase 50-cycles alternating
 current system at a normal pressure of 66,000 volts.

(ii) In the event of the Consumer requiring at any time
 a supply of more than 4,000 K.W., such additional supply as

E. 148

as the Supplier may agree to afford may be made by the Supplier to the Consumer on terms and conditions to be mutually agreed upon.

B. The point of supply shall be at a place to be mutually agreed upon near Ujjini, Bellary District, but within the border of the Mysore territory and a single 66 K.V. line shall be run from the Supplier's present terminal at Davangere to the point of supply at the expense of the Supplier who will at his expense lay, fit up, maintain, supervise and keep in repair, suitable and proper cables and other apparatus for such delivery and for metering at the point of supply.

3. (i) The Supplier will take all reasonable precautions to ensure a supply of power to the Consumer and the due continuity of such supply with as little variation of voltage and frequency as is reasonably practicable, but the Supplier shall not be liable to the Consumer for any loss due to interruption in the supply of power by reason of cutting off or damage to any wires or works of the Supplier due to war, mutiny, riot, or strike or by reason of earthquakes, hurricane, or tempest, or of any accident or causes not within the control of the Supplier, provided always that the Supplier shall give notice as early as possible of the probable duration of any interruption in supply due to any of the aforesaid causes and will use every practicable means to make the period of interruption as short as possible.

(ii) If at any time the Consumer is prevented from receiving and using the electrical energy to be supplied under this agreement either in whole or in part owing to any strikes, riots, insurrections, lawful command of a

a Civil or Military authority, fire, explosion, act of God or any other cause reasonably beyond control of the Consumer, the minimum charge or guarantee under this agreement shall be reduced in proportion to the ability of the Consumer to take supply without prejudice to the payment referred to under clauses 17 and 18.

4. For the purpose of registering the electrical energy taken and the demand in kilowatts made by the Consumer under this agreement there shall be provided by the Supplier one suitable 66,000 volts metering equipment at the point of supply which shall be the property of and be kept in repair and calibrated by the Supplier. Meter rent shall be charged in accordance with the rules from time to time in force in the Department of Electricity of the Supplier.

5. The Consumer may at his own expense instal check meters at the metering point of the Supplier.

6. The meters belonging to the Supplier shall be kept properly sealed by the Supplier and the meters belonging to the Consumer shall be kept properly sealed by the Consumer. The meters shall not be interfered with by either party except after due intimation to the other party.

7. The readings of the said meters installed by the Supplier shall be taken by the accredited representatives of the Supplier at or as near noon as practicable on the last day of each calendar month and the readings so taken shall be binding and conclusive between the Supplier and the Consumer as to the amount of electrical energy supplied to the Consumer. The Consumer's representative may arrange to be present at the time of the readings. In the event of any meter being found defective and a check meter not having been installed the power consumed for the period during

~~4.~~

during which the meter was defective shall be determined by taking the daily average consumption for the previous period of supply not exceeding three months. The meter or meters shall be deemed to be correct if as a result of test the meter or meters is or are found to vary within the limits prescribed by the Indian Electricity Rules 1937, or any statutory modification thereof for the time being in force.

8. (1) Once in every year the meters shall be calibrated and standardised if considered necessary by the Supplier, in the presence of a representative of the Consumer.

(ii) Adjustment in bills will be made for error at average load and power-factor of the Consumer, when the meter is found to be incorrect during annual periodical tests, for a preceding period of three months unless there is evidence for adopting a different period. The meter or meters shall be deemed to be correct if as a result of test the meter or meters is or are found to vary within the limits prescribed by the Indian Electricity Rules 1937, or any statutory modification thereof for the time being in force.

9. Either party to this agreement may at any time and after notice to the other party have a special test carried out of any or all the meters belonging to the Supplier above mentioned at a place to be fixed by mutual agreement. The meter or meters so tested shall be deemed to be correct if as a result of such test the meter or meters is or are found to vary within the limits prescribed by the Indian Electricity Rules 1937, or any statutory modification thereof for the time being in force. If the mean error be found to be more than that prescribed by the said Indian Electricity Rules or any statutory modification thereof for the time being in

in force the Supplier will deduct from or add to the account of the preceding period of three months an amount equivalent to the error. The expenses of such test shall be borne by the Supplier in the event of the account requiring any adjustment as heretofore mentioned. If no adjustment of the account is necessary as a consequence of such special test the party at whose instance the test was conducted shall bear the costs of such tests.

10. The rates to be charged by the Supplier for the power supply at the point of supply under this agreement will be in accordance with the high tension tariff set out below:

Class and total monthly consumption in K.V.H.		Rate per K.W.H. Ann.	Rate per K.W. of maximum demand per month.
I. Up to	1,00,000	0.450	Up to 1,000 K.V. £ 3/-
II. Exceeding	1,00,000 up to 1,50,000	0.425)	1,000 K.W. and over £ 2/12/-
III. "	1,50,000 " 2,00,000	0.400)	
IV. "	2,00,000 " 3,00,000	0.375)	
V. "	3,00,000 " 6,00,000	0.350)	
VI. "	6,00,000 " 10,00,000	0.325)	
VII. "	10,00,000 "	0.300)	

The above tariff is subject to a minimum overall unit charge of 0.66 anna per unit without prejudice to the minimum monthly payment defined in Clause 18, provided the consumption is in excess of 1,20,000 units per month. If the consumption is below 1,20,000 units per month, the tariff is subject to a maximum overall unit charge of 0.78 anna per unit without prejudice to the minimum monthly payment defined in clause 18.

11. For the purpose of this agreement the maximum demand of supply to the Consumer for each month shall be

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be the maximum demand at the point of supply during any consecutive thirty minutes in the month.

12.(1) Maximum demand charges for any month and at the point of supply shall be based on maximum kilowatt demand as determined in accordance with clause 11 for the previous calendar months commencing from January of each year and ending with the month in question. For the first calendar year of service the demand charge for any month will be based on the maximum kilowatt demands for the months commencing with the month of commencement of supply and ending with the month in question. The demand charge for the first month of operation will correspond to the maximum demand for that month.

(11) The demand payment will be ^afixed monthly charge whether energy is consumed or not and shall constitute the minimum monthly payment.

13. The power-factor of the plant and apparatus owned by the Consumer at the point of supply shall not be less than 0.8. Should the power-factor be below 0.8 it is liable to a penalty of 8 annas (eight annas) per K.W. of monthly demand while if the power-factor drops below 0.7 it must be brought up by methods approved by the engineers of the Supplier, failing which the services may be discontinued. For purposes of this clause the power-factor shall be that determined during the half-hour of maximum demand on any working day in the month.

13.A. The Supplier reserves the right to discontinue supply of power for purposes of testing for a period not exceeding one hour once every month and also at any other time if it should appear necessary for the Supplier to test any portion of the plant in order to secure subsequent

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subsequent discontinuity of supply or for the purpose of connecting new machinery. These monthly stoppages may at the option of the Supplier be extended on due notice to six hours once every six months. No reduction of the monthly charges shall be claimed by the Consumer on this account.

14. The Supplier and the Consumer agree that no tax shall be levied by either of them on the other in respect of the supply under this agreement. If any such tax is levied, the party so taxed shall be reimbursed by the other party.

15. The Supplier shall within fifteen days after the expiration of each calendar month deliver to the Consumer an account stating the number of units supplied to the Consumer by the Supplier in accordance with the readings of the said meters and the amount payable therefor as also the amount payable in respect of the maximum demand charge and other charges if any payable by the Consumer to the Supplier and the Consumer shall pay the same within thirty days from the delivery of such account. Provided that the Supplier shall be at liberty to charge interest at the rate of 7 per cent (seven per cent) per annum on the amounts of such bills as are not paid within the abovesaid period of 30 days in addition to and without prejudice to the other rights of the Supplier herein contained.

16. If any payment herein provided for or any part thereof shall be unpaid for the space of thirty days next after any of the days whereon the same ought to have been paid as aforesaid or if the Consumer shall not in all things perform and observe the conditions herein contained and on the part of the Consumer to be observed and performed

performed then and in such cases and in addition to any other right or power possessed by the Supplier, the Supplier shall be at liberty at any time thereafter notwithstanding that the Supplier may not have taken advantage of any previous breach or default or event of a like nature at its choice to suspend all further supply of electrical energy under this agreement or to discontinue the supply once for all. Such suspension of the supply of electrical energy shall not relieve the Consumer of his liability to pay the minimum charge and the guaranteed revenue provided for herein nor shall such discontinuance affect any right, claim, demand or power which may have accrued to the Supplier.

17. In consideration of the Supplier constructing the 66,000 volts transmission line from the Supplier's present terminal at Dvengere to the point of supply and installation of equipment at Bhadravati to effect the said supply and supplying electrical energy to the Consumer, the Consumer guarantees to the Supplier that the revenue arising from ^{the} bills for the sale of power to the Consumer during the period of this agreement shall not be less than the actual capital investment incurred by the Supplier to effect the bulk supply to the Consumer under this agreement. The actual capital investment aforesaid is expected to be about Rs 13 lakhs (thirteen lakhs). Should the revenue during the period of this agreement be less than the actual capital investment incurred by the Supplier the Consumer shall be required to pay to the Supplier at the end of the period of this agreement and along with the payment of the last bill for consumption of energy supplied to the Consumer during the period of this agreement, the difference in total revenue received during the period of this agreement and the guaranteed amount of actual capital investment incurred

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incurred by the Supplier.

18. The Supplier shall give notice to the Consumer as soon as the Supplier is ready to give supply under this agreement and the Consumer shall give notice to the Supplier as soon as the Consumer is ready to take supply. If supply of electrical energy under this agreement is not commenced by the first day of January one thousand nine hundred and forty nine owing to the Supplier being unprepared to give supply or the Consumer being unprepared to receive such supply, the party who is unprepared shall pay to the other of them a penalty at the rate of Rs 10,000 (ten thousand) a month from the first day of January one thousand nine hundred and forty nine until actual commencement of supply under this agreement.

19. (i) This agreement shall subject as hereinbefore provided be and remain in force for a period of eight years from the date of commencement of supply of electrical energy under this agreement. The Consumer shall, however, be at liberty to determine this agreement and stop taking supply thereunder at any time after five years from the date of commencement of supply provided the total revenue arising from the bills for the sale of power to the Consumer from the date of commencement of supply is equivalent to the actual capital investment incurred by the Supplier to effect the bulk supply to the Consumer under this agreement.

(ii) At the request of the Consumer this agreement may be extended beyond the period of eight years for a further period on terms and conditions to be mutually agreed upon by the Supplier and the Consumer.

20. (1) The Jog Hydro-electric system of the Supplier and

and the Tungabhadra Hydro-Electric System of the Consumer may be operated in parallel provided that should such parallel operation effect prejudicially the operation of either of the systems then the two systems may be operated at a sub-station to be mutually agreed upon between the Supplier and the Consumer

(ii) The Supplier and the Consumer agree to retain permanently after the expiration of this agreement the line of the Supplier from Davangere to Ujjini and that of the Consumer from Ujjini to the Tungabhadra Hydro-Electric system of the Consumer respectively. Each party shall maintain at its or his own expense the portion of the tie line lying within its or his territory.

(iii) The interchange of power between the Jag Hydro-Electric system of the Supplier and the Tungabhadra Hydro-Electric System of the Consumer shall be on terms and conditions to be mutually agreed upon therefor by the Supplier and the Consumer at a later date.

21. Any dispute or difference arising between the Supplier and the Consumer or their respective electrical engineers as to the supply of electrical energy or the pressure thereof or as to the rates of supply or as to the interpretation of this agreement or the right of the Supplier or the Consumer to determine the same or any other question, matter or thing arising hereunder, shall be referred to a single arbitrator to be mutually agreed upon by both the parties and the arbitrator's decision thereon shall be final and binding on both parties.

IN WITNESS WHEREOF the Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department, for the time being Mr. R. R. KRISHNA for and on behalf of the Government of His Highness the Maharaja of Mysore and.....

12.

and.....*Gr. Sundaram*.....Chief Engineer for
Electricity to the Government of Madras for and on behalf of
and by the order and direction of His Excellency the Governor
of Madras have harcunto set their hands.

Signed by the above named
in the presence of:-

1. *K. Chennamurthy*
Asst. Secy. to Govt.
Elec. Dep.
2. *V. Doraiswamy*
Clerk, Electrical Branch,
E. R. S.

Ramakrishna 6/4/51
Secretary to the Government
of His Highness the Maharaja of
Mysore, Electrical Department.

Signed by the above named
in the presence of:-

- 1.
- 2.

Chief Engineer for Electricity
to the Government of Madras.

391 *Elad* 44-46-34



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EXPRESS LETTER.

From

Secretary, Resident,
Mysore, BANGALORE.

To

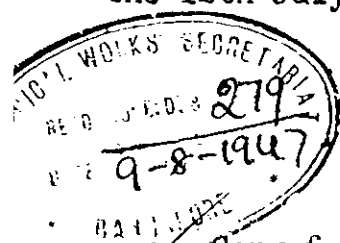
Secretary to Government of Madras,
P.W.D., MADRAS.

No.RF.391-45/Pol. *Enc 5*

Dated the 8th August, 1947.

Reference correspondence ending with letter from this Residency No.RF.391-45/Pol, July 31st regarding Madras - Mysore Agreement for supply of power to Coded Districts.

2. Five copies of Agreement signed on behalf of Mysore Government are forwarded. They may kindly be completed and forwarded urgently, direct to Political Department for necessary endorsement, quoting for reference their memorandum to this Residency No.F.8(3)-I.A./47, dated the 12th July, 1947.



Sd/- T.H.BROWNSDON.

SECRETARY TO THE RESIDENT.

Copy forwarded to the Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department, for information with reference to his letter No.L.D.S.478/Elect.44-46-33, dated the 6th August, 1947.

Mrs.

SECRETARY TO THE RESIDENT.

14/8/47
W. P. M. M. M.
bars

RE: 6/8
14/8/47

Elcel 44-46-38.

Government of Madras.
Public Works Department.

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8/10/47

Letter No.1601-E/45-51.

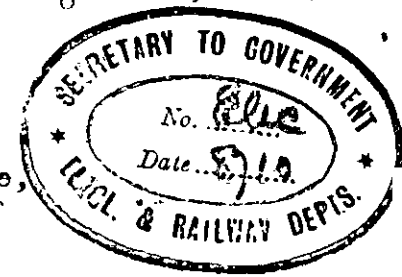
Fort St. George, Madras,
Dated 3rd October, 1947.

From

T. A. Varghese, Esq., I.C.S.,
Secretary to Government.

To

The Secretary to the Government of Mysore,
Electrical Department, Bangalore.



Sir,

Electricity-Supply of Mysore Power for Ceded Districts-
Agreement.

Ref:- From the Secretary to the Hon'ble The Resident in
Mysore, No.RF.391-45/Pol. dated 8th August, 1947. P)

I am directed to enclose a copy of the letter cited above
together with five copies of the agreement duly completed.

2. Some very minor corrections made by the Mysore Government
in the agreement have not been attested by them. They have since
been attested by the Chief Engineer(Electricity) Madras. I am to
request that the corrections may kindly be attested and the agreement
returned for forwarding to the Ministry of States, Government of
India.

Your obedient servant,

T. V. Namasani
for Secretary to Government.

P.T.O.

PVR.4.

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ren?
RL
PX
RM 8-10-47

160 Copy of letter No.RF.391-45/Pol. dated 8th August '47 from the Secy. to the Resident, Mysore, Bangalore, to the Secretary to Govt. of Madras, P. W. D. ...

Reference correspondence ending with letter from this Residency No.RF.391-45/Pol, July 31st regarding Madras-Mysore Agreement for supply of power to Ceded Districts.

2. Five copies of Agreement signed on behalf of Mysore Government are forwarded. They may kindly be completed and forwarded urgently, direct to Political Department for necessary endorsement, quoting for reference their Memorandum to this Residency No.F.8(3)-I.A/47 dated the 12th July, 1947.

/True Copy/

pvr.4.

H. P. alamin
Superintendent.

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Appendix F. G.—1]

SUBJECT Supply of Mysore Power for Ceded Districts - Agreement

Diary No. of letter replied to.....

Section Edcl
File No. 44-46
Serial No. 39

General and Revenue Secretariat

()
the 194 .

Date of issue 11/10/47

No. EDS 1037/Edcl Enclosures*

To.
The Secretary to Govt.,
Govt. of Madras,
P.W.D.,
Fort St. George, Madras.

Signed by Mn R.R

Sir,
With reference to your letter No. 1601-E/45-51 dated the 3rd October 1947 on the above subject, I am directed to return herewith the five copies of the agreement after attesting the corrections made
I have etc.

List of enclosures.....

Copied by Am
11/10.

Examined by /

R.B. 10P/m
Secretary to Govt.,
Electrical Dept.
9/10/47 ROC
9.10.47

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

No. 602 1037/Glect-
44-46-39

General and Revenue Secretariat

Bangalore, Dated, 11¹⁵ October 1947

From

*The Secretary to the Government of His Highness
the Maharaja of Mysore.*

To

Electrical Department, Bangalore.

The Secretary to Government,
Government of Madras,
Public Works Department,
Fort St. George,
M A D R A S.

Subject:- Supply of Mysore Power for Ceded
Districts - Agreement.

S i r,

With reference to your letter No.1601-E/45-51 dated
the 3rd October 1947 on the above subject, I am directed
to return herewith the five copies of the agreement after
attesting the corrections made.

I have the honour to be,
S i r,
Your most obedient servant,

9c. *RL 11/10*
Secretary to Government,
Electrical Department.

A.N.11th.

EDS. 1355

Sleal 298-45-18.

162 ✓
Date 18th Novr. 1947

The Secretary to Government of Mysore,
Electrical Department.

The Chief Electrical Engineer
to the Government of Mysore, Bangalore.

Agreements for power supply to the
Government of Madras at Ujjini,
Hindupur, etc.

With reference to your letter No.14939 dated
17th instant, I am directed to request you to kindly
forward copies of correspondence between you and the
Chief Engineer for Electricity, Government of Madras,
on the question of interpretation of the rate schedule
referred to in clause 10 of the agreement.

I have the honour to be,
Sir,
Your most obedient servant,

R. 18/11/47.
Secretary to Government,
Electrical Department.

164
Dated 27th October, 1947

The Chief Electrical Engineer
to the Government of Mysore, Bangalore.

Sir,

Agreements for power-supply to the Govern-
ment of Madras at Ujjini, Pavagoda, etc.

In connection with the draft agreements for power supply to the Government of Madras, it is observed that under clause 10 the demand charge has been stipulated as follows:-

Rate per K.W. of maximum demand per month:

Up to 1000 K.W.	Rs. 3/-
1000 K.W. and over.	Rs. 2-12-0

The demand charge as quoted above is ambiguous in as much as it is not clear whether cases of demand of 1000 K.W. and over have to be billed (a) at a flat rate of Rs. 2-12-0 per K.W., or (b) the demand up to 1000 K.W., should be billed at Rs. 3/- and the excess, i.e., 1000 K.W. and over to be billed at Rs. 2-12-0 per K.W. There would be a considerable difference in billing according to the interpretation given to this clause.

For instance, if the consumer's maximum demand is, say, 1000 K.W., the billing for the maximum demand would be:-

As per (a). $1000 \times 2-12-0 = \text{Rs. } 2,750$ per month.

" (b). $999 \times 3-0-0 = \text{Rs. } 2,997-0-0$

$1 \times 2-12-0 = \text{Rs. } 2-12-0$

Total. Rs. 2,999-12-0

In other words, under (a) a demand of 999 K.W. would pay more than a demand of 1000 K.W., or per contra a demand of 1090 K.W. would be billed for the same amount as a demand of 999 K. . It will thus be seen that a consumer can, by just increasing his dema

165
- 2 -
demand by 1 K.W., get into the lower block rate, which is anomalous and unfair.

As the generally accepted procedure in billing for maximum demands is as per interpretation (b), it may kindly be intimated whether the agreement with the Government of Madras has been arrived at on this basis. It is very necessary that this point should leave no room for ambiguity or dispute at a later stage.

I have the honour to be,

Sir,

Your most obedient servant.

Pl. 22.7.47
Secretary to Government,
Electrical Department.

TELEPHONE No. 2110

No. B.663/19459

ENCLO.

Eled 44-46-41 166
GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

TELEGRAPHIC ADDRESS:

'GOMED'

OFFICE OF THE CHIEF ELECTRICAL ENGINEER,

Bangalore, ... 26th Dec. 1947.

(MYSORE, S. INDIA.)

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26-12-47
26.12.47
The Secretary to Government,
Electrical Department,
B A N G A L O R E.

Sir,

Subject:- Jog Falls Hydro-Electric Scheme
Supply of power to the Ceded
Districts - Draft Special Agree-
ment between Governments of
Mysore and Madras.

In inviting reference to this office letter
No.B.663/4017 dated 4-8-47 wherein 6 copies of the
above draft agreement were forwarded to Govern-
ment, I have the honour to request you to send me
a ratified copy of the agreement if it has been
accepted and got executed.

I have the honour to be,
Sir,
Your most obedient servant,

[Signature]
CHIEF ELECTRICAL ENGINEER. 23/12

167

Appendix F. G.—1]

SUBJECT

*Vol Falls Hydro-Electric Scheme -
Power supply to Isled Is*

Diary No. of letter replied to.....

Section *Elec*File No. *44-46*,Serial No. *42*.

General and Revenue Secretariat

()
the 194 .

No. *Eds 1796/Elect*

To.

*The Chief Electrical Engineer,
Bangalore*

Date of issue *8/1/48*

Sir,

Signed by *Mr. R.R.*

With reference to your letter
No. B. 663 / 19459 dated the 26th
December 1947 on the above
subject, I am directed to
state that the approval of
the Board Representative
has not yet been received
to the agreement. On its
receipt a copy of the agreement
will be forwarded to you.

List of enclosures.....

Copied by *M.*

Examined by.....

I have etc.

R.R. 5/1/48

Secretary to Govt.
Elec. Dept.
M.

168

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

General and Revenue Secretariat,

No. *Eds 1796/*
Elect 44-46-42

Dated, Bangalore, ...¹⁵ January.....1948.

FROM

The Secretary to the Government of
His Highness the Maharaja of Mysore.

To

Electrical Department, Bangalore

The Chief Electrical Engineer
to the Government of Mysore,
B a n g a l o r e.

Subject:- Jog Falls Hydro-Electric Scheme -
Power supply to Ceded Districts.

S i r,

With reference to your letter No.B.663/19459 dated the 26th December 1947 on the above subject, I am directed to state that the approval of the Crown Representative to the agreement has not yet been received and that on its receipt a copy of the agreement will be forwarded to you.

I have the honour to be,

S i r,

Your most obedient servant,

g/c *RL. 8/1/48*
Secretary to Government,
Electrical Department.

A.N.7th

Immediate

Appendix F. G.—1]

SUBJECT

Supply of Electric power to the bedded
lts. - agreement

Section

File No. 44-46.

Serial No. 43

Primary No. of letter replied to

General and Revenue Secretariat

()
the 194

No. EDS 1969

To.

The Secretary to Govt,
Govt. of Madras,
P.W.D., Madras.

Date of issue

20th January 1948 Sir,

Signed by

Mr. R. Ramakrishna

I am directed to invite a
reference to this office letter
No. EDS. 1037/Elect. 44-46-39
dated the 11th October 1947
on the above subject, and
to request you kindly to
return ^{early} the copies of the
^{with the} agreement after approval of
by the Ministry of States,
Govt. of India

List of enclosures

Nil

Copied by

Am
20/1

Examined by

I have etc

RE. 20/1/48

Secretary to Govt,
Elect. Dept.
19/1/48

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

170

General and Revenue Secretariat,

No. EDS. 1969/Elec 44-46-43 Dated, Bangalore, 20th January....1948.

FROM

The Secretary to the Government of
His Highness the Maharaja of Mysore.
Electrical Department, Bangalore.

TO

The Secretary to Government,
Government of Madras,
Public Works Department,
Madras.

Subject:- Supply of electric power to the
Ceded Districts - Agreement.

S i r,

I am directed to invite a reference to this office letter No.EDS.1037/Elecl.44-46-39 dated the 11th October 1947 on the above subject, and to request you kindly to return early the copies of the agreement with the approval of the Ministry of States, Government of India.

I have the honour to be,
S i r,
Your most obedient servant,

9c R.C. 20/48.

Secretary to Government,
Electrical Department.

✓

A.N.20th

171

GOVERNMENT OF MADRAS.
Public Works Department.
Letter No.160/E/ 45-55.

From

Sri T.V.Natesa Mudaliar B.A.,
Asst. Secretary to Government.

To

The Secretary to the Government of
His Highness the Maharaja of Mysore,
Electrical Department, Bangalore.

Dated, Fort St. George, the 23rd January '48.

ELECTRICITY- Supply to Ceded Districts- Agreement.
Ref:-Your letter No. EDS.1969/Elec.44-46-43 dated 20-1-48.

I am directed to state that copies of agreement have been forwarded to the Ministry of States, Government of India, for their formal approval. On receipt from the Government of India, they will be returned.

Your obedient servant,

Rkm.26/1.

T. V. Natesa
Asst. Secretary to Government.

Sl. 44-46-44 33 49

No. F.7-IC/48

Registered

172

From - The Assistant Secretary to the Government of India,
Ministry of States,

175 To
20-2-48

- The Chief Secretary to the Government of Mysore.

Dated New Delhi, the 10/11 February 1948.

SUPPLY OF MYSORE POWER FOR CEDED DISTRICTS.

Sir,

I am directed to forward a copy of the agreement between the Madras and Mysore Governments for the supply of electric power to the Ceded Districts, 5 copies of which were received in this Ministry from the Government of Madras. The agreement has been duly approved and confirmed by the Governor-General.

I have the honour to be,

Sir,

Your most obedient servant,

[Signature]

Assistant Secretary
to the Government of India.

WP 7/2/48

Ser' El Dpl
W/C

D. M. S. B.

for
19.4.48

AGREEMENT made this.....1st.....day of September
one thousand nine hundred and forty
 seven Between THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF
 MYSORE (hereinafter called the 'Supplier' which expression
 shall, where the context so admits, include its successors
 and assigns) represented by the Secretary to the said
 Government, Electrical Department for the time being Mr.
 K. RAMAKRISHNA of the one part AND HIS EXCELLENCY THE
 GOVERNOR OF MADRAS in the exercise of the executive
 authority of the Province of Madras (hereinafter called the
 'Consumer' which expression shall, where the context so
 admits, include his successors in office and assigns) of the
 other part.

WHEREAS the Consumer has requested the Supplier to
 furnish to him a supply of electrical energy up to 4000 K.W.
 (four thousand Kilowatts) in bulk at the point hereinafter
 mentioned for the purpose of distribution by the Consumer
 in the Ceded Districts of the Province of Madras and for
 any other purposes for which the Consumer may require such
 energy;

AND WHEREAS the Supplier has agreed to supply such
 energy to the Consumer for the period and upon the terms and
 conditions hereinafter set forth;

NOW THESE PRESENTS WITNESS that the parties have agreed
 in manner following, that is to say:-

1. (i) The Supplier agrees to supply to the Consumer
 electrical energy up to 4,000 K.W. in bulk at the point
 hereinafter mentioned on 3 - phase 50-cycles alternating
 current system at a normal pressure of 66,000 volts.

(ii) In the event of the Consumer requiring at any time
 a supply of more than 4,000 K.W., such additional supply as

as the Supplier may agree to afford may be made by the Supplier to the Consumer on terms and conditions to be mutually agreed upon.

2. The point of supply shall be at a place to be mutually agreed upon near Ujjini, Bellary District, but within the border of the Mysore territory and a single 66 K.V. line shall be run from the Supplier's present terminal at Davangere to the point of supply at the expense of the Supplier who will at his expense lay, fit up, maintain, supervise and keep in repair, suitable and proper cables and other apparatus for such delivery and for metering at the point of supply. //

3. (i) The Supplier will take all reasonable precautions to ensure a supply of power to the Consumer and the due continuity of such supply with as little variation of voltage and frequency as is reasonably practicable, but the Supplier shall not be liable to the Consumer for any loss due to interruption in the supply of power by reason of cutting off of or damage to any wires or works of the Supplier due to war, mutiny, riot, or strike or by reason of earthquake, hurricane, or tempest, or of any accident or causes not within the control of the Supplier, provided always that the Supplier shall give notice as early as possible of the probable duration of any interruption in supply due to any of the aforesaid causes and will use every practicable means to make the period of interruption as short as possible. ^{RR}

(ii) If at any time the Consumer is prevented from receiving and using the electrical energy to be supplied under this agreement either in whole or in part owing to any strikes, riots, insurrections, lawful command of a

~~3.~~

a. Civil or Military authority, fire, explosion, act of God or any other cause reasonably beyond control of the Consumer, the minimum charge or guarantee under this agreement shall be reduced in proportion to the ability of the Consumer to take supply without prejudice to the payment referred to under clauses 17 and 18.

4. For the purpose of registering the electrical energy taken and the demand in kilowatts made by the Consumer under this agreement there shall be provided by the Supplier one suitable 66,000 volts metering equipment at the point of supply which shall be the property of and be kept in repair and calibrated by the Supplier. Meter rent shall be charged in accordance with the rules from time to time in force in the Department of Electricity of the Supplier.

5. The Consumer may at his own expense instal check meters at the metering point of the Supplier.

6. The meters belonging to the Supplier shall be kept properly sealed by the Supplier and the meters belonging to the Consumer shall be kept properly sealed by the

DB Consumer. The meters shall not be interfered with by either party except after due intimation to the other party. *Ch. 10x.47*

7. The readings of the said meters installed by the Supplier shall be taken by the accredited representatives of the Supplier at or as near noon as practicable on the last day of each calendar month and the readings so taken shall be binding and conclusive between the Supplier and the Consumer as to the amount of electrical energy supplied to the Consumer. The Consumer's representative may arrange to be present at the time of the readings. In the event of any meter being found defective and a check meter not having been installed the power consumed for the period during

1.
during which the meter was defective shall be determined by taking the daily average consumption for the previous period of supply not exceeding three months. The meter or meters shall be deemed to be correct if as a result of test the meter or meters is or are found to vary within the limits prescribed by the Indian Electricity Rules 1937, or any statutory modification thereof for the time being in force.

8. (i) Once in every year the meters shall be calibrated and standardised if considered necessary by the Supplier, in the presence of a representative of the Consumer.

(ii) Adjustment in bills will be made for error at average load and power-factor of the Consumer, when the meter is found to be incorrect during annual periodical tests, for a preceding period of three months unless there is evidence for adopting a different period. The meter or meters shall be deemed to be correct if as a result of test the meter or meters is or are found to vary within the limits prescribed by the Indian Electricity Rules 1937, or any statutory modification thereof for the time being in force.

9. Either party to this agreement may at any time and after notice to the other party have a special test carried out of any or all the meters belonging to the Supplier above mentioned at a place to be fixed by mutual agreement. The meter or meters so tested shall be deemed to be correct if as a result of such test the meter or meters is or are found to vary within the limits prescribed by the Indian Electricity Rules 1937, or any statutory modification thereof for the time being in force. If the mean error be found to be more than that prescribed by the said Indian Electricity Rules or any statutory modification thereof for the time being in

6.

in force the Supplier will deduct from or add to the account of the preceding period of three months an amount equivalent to the error. The expenses of such test shall be borne by the Supplier in the event of the account requiring any adjustment as hereinbefore mentioned. If no adjustment of the account is necessary as a consequence of such special test the party at whose instance the test was conducted shall bear the costs of such tests.

10. The rates to be charged by the Supplier for the power supply at the point of supply under this agreement will be in accordance with the high tension tariff set out below:

Class and total monthly consumption in K.W.H.		Rate per K.W.H. Anna.	Rate per K.W. of maximum demand per month.
I. Up to	1,00,000	0.450	Up to 1,000 K.W. Rs 3/-
II. Exceeding	1,00,000 & up to 1,50,000	0.425)	1,000 K.W. and PLUS over Rs 2/12/-
III. "	1,50,000 " 2,00,000	0.400)	
IV. "	2,00,000 " 3,00,000	0.375)	
V. "	3,00,000 " 5,00,000	0.350)	
VI. "	5,00,000 " 10,00,000	0.325)	
VII. "	10,00,000. "	0.300)	

9 x Rel. The above tariff is subject to a maximum overall unit charge of 0.66 anna per unit without prejudice to the minimum monthly payment defined in Clause 12, provided the consumption is in excess of 1,20,000 units per month. If the consumption is below 1,20,000 units per month, the tariff is subject to a maximum overall unit charge of 0.75 anna per unit without prejudice to the minimum monthly payment defined in clause 12.

11. For the purpose of this agreement the maximum demand of supply to the Consumer for each month shall be

x 9

Rel.

be the maximum demand at the point of supply during any consecutive thirty minutes in the month.

12.(i) Maximum demand charges for any month and at the point of supply shall be based on maximum kilowatt demand as determined in accordance with clause 11 for the previous calendar months commencing from January of each year and ending with the month in question. For the first calendar year of service the demand charge for any month will be based on the maximum kilowatt demands for the months commencing with the month of commencement of supply and ending with the month in question. The demand charge for the first month of operation will correspond to the maximum demand for that month.

(ii) The demand payment will be ^afixed monthly charge whether energy is consumed or not ^{or} and shall constitute the minimum monthly payment.

13. The power-factor of the plant and apparatus owned by the Consumer at the point of supply shall not be less than 0.8. Should the power-factor be below 0.8 it is liable to a penalty of 8 annas (eight annas) per K.W. of monthly demand while if the power-factor drops below 0.7 it must be brought up by methods approved by the engineers of the Supplier, failing which the services may be discontinued. For purposes of this clause the power-factor shall be that determined during the half-hour ^{of} maximum demand on any working day in the month.

13.A. The Supplier reserves the right to discontinue supply of power for purposes of testing for a period not exceeding one hour once every month and also at any other time if it should appear necessary for the Supplier to

test any portion of the plant in order to secure subsequent

subsequent continuity of supply or for the purpose of connecting new machinery. These monthly stoppages may at the option of the Supplier be extended, on due notice, to six hours once every six months. No reduction of the monthly charges shall be claimed by the Consumer on this account.

14. The Supplier and the Consumer agree that no tax shall be levied by either of them on the other in respect of the supply under this agreement. If any such tax is levied, the party so taxed shall be reimbursed by the other party.

15. The Supplier shall within fifteen days after the expiration of each calendar month deliver to the Consumer an account stating the number of units supplied to the Consumer by the Supplier in accordance with the readings of the said meters and the amount payable therefor as also the amount payable in respect of the maximum demand charge and other charges if any payable by the Consumer to the Supplier and the Consumer shall pay the same within thirty days from the delivery of such account. Provided that the Supplier shall be at liberty to charge interest at the rate of 7 per cent (seven per cent) per annum on the amounts of such bills as are not paid within the abovesaid period of 30 days in addition to and without prejudice to the other rights of the Supplier herein contained.

16. If any payment herein provided for or any part thereof shall be unpaid for the space of thirty days next after any of the days whereon the same ought to have been paid as aforesaid or if the Consumer shall not in all things perform and observe the conditions herein contained and on the part of the Consumer to be observed and performed

performed then and in such cases and in addition to any other right or power possessed by the Supplier, the Supplier shall be at liberty at any time thereafter notwithstanding that the Supplier may not have taken advantage of any previous breach or default or event of a like nature at its choice to suspend all further supply of electrical energy under this agreement or to discontinue the supply once for all. Such suspension of the supply of electrical energy shall not relieve the Consumer of his liability to pay the minimum charge and the guaranteed revenue provided for herein nor shall such discontinuance affect any right, claim, demand or power which may have accrued to the Supplier.

17. In consideration of the Supplier constructing the 66,000 volts transmission line from the Supplier's present terminal at Davangere to the point of supply and installation of equipment at Bhadravati to effect the said supply and supplying electrical energy to the Consumer, the Consumer guarantees to the Supplier that the revenue arising from ^{the} bills for the sale of power to the Consumer during the period of this agreement shall not be less than the actual capital investment incurred by the Supplier to effect the bulk supply to the Consumer under this agreement. The actual capital investment aforesaid is expected to be about Rs 13 lakhs (thirteen lakhs). Should the revenue during the period of this agreement be less than the actual capital investment incurred by the Supplier the Consumer shall be required to pay to the Supplier at the end of the period of this agreement and along with the payment of the last bill for consumption of energy supplied to the Consumer during the period of this agreement, the difference in total revenue received during the period of this agreement and the guaranteed amount of actual capital investment incurred

incurred by the Supplier.

18. The Supplier shall give notice to the Consumer as soon as the Supplier is ready to give supply under this agreement and the Consumer shall give notice to the Supplier as soon as the Consumer is ready to take supply. If supply of electrical energy under this agreement is not commenced by the first day of January one thousand nine hundred and forty nine owing to the Supplier being unprepared to give supply or the Consumer being unprepared to receive such supply, the party who is unprepared shall pay to the other of them a penalty at the rate of Rs 10,000 (ten thousand) a month from the first day of January one thousand nine hundred and forty nine until actual commencement of supply under this agreement.

19. (1) This agreement shall subject as hereinbefore provided be and remain in force for a period of eight years from the date of commencement of supply of electrical energy under this agreement. The Consumer shall, however, be at liberty to determine this agreement and stop taking supply thereunder at any time after ^{five} years from the date of commencement of supply provided the total revenue arising from the bills for the sale of power to the Consumer from the date of commencement of supply is equivalent to the actual capital investment incurred by the Supplier to effect the bulk supply to the Consumer under this agreement.

(ii) At the request of the Consumer this agreement may be extended beyond the period of eight years for a further period on terms and conditions to be mutually agreed upon by the Supplier and the Consumer.

20. (i) The Jog Hydro-electric system of the Supplier and

and the Tungabhadra Hydro-Electric System of the Consumer may be operated in parallel provided that should such parallel operation affect prejudicially the operation of either of the systems then the two systems may be separated at a sub-station to be mutually agreed upon between the Supplier and the Consumer.

(ii) The Supplier and the Consumer agree to retain permanently after the expiration of this agreement the line of the Supplier from Davangere to Ujjini and that of the Consumer from Ujjini to the Tungabhadra Hydro-Electric system of the Consumer respectively. Each party shall maintain at its or his own expense the portion of the tie line lying within its or his territory.

(iii) The interchange of power between the Jog Hydro-Electric system of the Supplier and the Tungabhadra Hydro-Electric System of the Consumer shall be on terms and conditions to be mutually agreed upon therefor by the Supplier and the Consumer at a later date.

21. Any dispute or difference arising between the Supplier and the Consumer or their respective electrical engineers as to the supply of electrical energy or the pressure thereof or as to the rates of supply or as to the interpretation of this agreement or the right of the Supplier or the Consumer to determine the same or any other question, matter or thing arising hereunder, shall be referred to a single arbitrator to be mutually agreed upon by both the parties and the arbitrator's decision thereon shall be final and binding on both parties.

IN WITNESS WHEREOF the Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department, for the time being Mr. R. RAMAKRISHNA for and on behalf of the Government of His Highness the Maharaja of Mysore and.....

and.....*G. Sundaram*.....Chief Engineer for
Electricity to the Government of Madras for and on behalf of
and by the order and direction of His Excellency the Governor
of Madras have hereunto set their hands.

Signed by the above named
in the presence of:-

1. *K. Chennamam*
Asst. Secy to Govt.
Elec. Dept.
2. *J. Doraiswamy*
Clerk, Electrical Branch,
G. R. S.

R. Ramakrishna

6/8/47

Secretary to the Government
of His Highness the Maharaja of
Mysore, Electrical Department.

Signed by the above named
in the presence of:-

1. *J. H. S. S. S.*
General Superintendent
Separating Systems.
2. *N. Venkataraman*
Personal Assistant to the
Chief Engineer (Electricity)

G. Sundaram
Chief Engineer for Electricity
to the Government of Madras.

Approved and confirmed by the
Governor-General.



Secretary
to the Government of India,
Ministry of States.

Appendix F. G.—

SUBJECT

Supply of Mysore power for
loaded etc.

Section

Ebal

File No.

44-46.

Serial No.

45

Diary No. of letter replied to

General and Reven

the

To.

The Chief Electrical Engineer,
Bangalore

Date of issue. 22nd March 1948

Sir,

Signed by Mr. B. S. Narayana

In continuation of this office
letter No. ED 1796/Elect. 44-46-42
of 8/1/48 on the above subject,
I am directed to forward
herewith for information &
record in your office, a
copy of the completed agreement
received from the Govt. of
India.

List of enclosures. Copy of Completed
Agreement to
C.E.E. & A.E.D.

Copied by

I have etc

Examined by

May 11. 3. 48

Secy. to Govt.

Recd. Dept

P.T.C.

SUBJECT

Supply of Mysore power for
banded hrs.

Section

Ebal

File No.

44-46.

Serial No.

45

Diary No. of letter replied to

General and Revenue Secretariat

()

the 194

To.

The Chief Electrical Engineer,
BangaloreDate of issue. 22nd March 1948

Sir,

Signed by. Mr. B. S. Narayana

In continuation of this office letter No. E.D. 1796/Elec. 44-46-42 of 8/1/48 on the above subject, I am directed to forward herewith for information & record in your office, a copy of the completed agreement received from the Govt. of India.

List of enclosures. Copy of Completed

Agreement to
C.B. & A.E.D.

Copied by

Examined by

I have etc

10/7/48

Secy. to Govt.

Elec. Dept

P.T.O.

105

Copy (with a copy of the completed
agreement) to the Auditor Genl.
for information

By order,

13th/19th

Secretary to Govt.
Elec. Dept.
10/3

186

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

No. *EDS 3099 / Elect 44-46-45* General and Revenue Secretariat
Copy of agreement *nots*
enclosed Bangalore, Dated, *22nd* March 1948

From: *The Secretary to the Government of His Highness*
the Maharaja of Mysore.
Electrical Department, Bangalore.
To: *The Chief Electrical Engineer*
to the Government of Mysore,
B a n g a l o r e.

Subject: Supply of Mysore power for
Ceded Districts.

S i r,

In continuation of this office letter No.EDS.1796/
Elect.44-46-42 dated 8th January 1948 on the above subject,
I am directed to forward herewith for information and
record in your office a copy of the completed agreement
received from the Government of India.

I have the honour to be,
S i r,
Your most obedient servant,

9c *Posi*
Secretary to Government,
Electrical Department.

A.N.13th

P.T.O.

187
Memo No. EDS. 3100/36cd 44-46-65

Dated Bangalore,

22nd March 1948

Copy of the foregoing (with a copy of the completed Agreement) is forwarded with compliments to the Auditor, Electrical Department, for information.

By Order,

HC

Bo 12.3.48

Secretary to Government,
Electrical Department.

AGREEMENT made this 1st day of September one thousand nine hundred and forty seven Between THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE (hereinafter called the 'Supplier' which expression shall, where the context so admits, include its successors and assigns) represented by the Secretary to the said Government, Electrical Department for the time being Mr. R. RAJAKRISHNA of the one part AND HIS EXCELLENCY THE GOVERNOR OF MADRAS in the exercise of the executive authority of the Province of Madras (hereinafter called the 'Consumer' which expression shall, where the context so admits, include his successors in office and assigns) of the other part.

WHEREAS the Consumer has requested the Supplier to furnish to him a supply of electrical energy up to 4,000 K.W. (four thousand kilowatts) in bulk at the point hereinafter mentioned for the purpose of distribution by the Consumer in the Ceded Districts of the Province of Madras and for any other purposes for which the Consumer may require such energy;

AND WHEREAS the Supplier has agreed to supply such energy to the Consumer for the period and upon the terms and conditions hereinafter set forth;

NOW THESE PRESENTS WITNESS that the parties have agreed in manner following, that is to say:-

1. (i) The Supplier agree, to supply to the Consumer electrical energy up to 4,000 K.W. in bulk at the point hereinafter mentioned on 3 - phase 50-cycles alternating current system at a normal pressure of 66,000 volts.

(ii) In the event of the Consumer requiring at any time a supply of more than 4,000 K.W. such additional supply as the Supplier may agree to afford may be made by the Supplier to the Consumer on terms and conditions to be mutually agreed upon.

2. The point of supply shall be at a place to be mutually agreed upon near Ujjini, Bellary District, but within the border

p.

border of the Mysore territory and a single 66 K.V. line shall be run from the Supplier's present terminal at Davangere to the point of supply at the expense of the Supplier who will at his expense lay, fit up, maintain, supervise and keep in repair, suitable and proper cables and other apparatus for such delivery and for metering at the point of supply.

3. (i) The Supplier will take all reasonable precautions to ensure a supply of power to the Consumer and the due continuity of such supply with as little variation of voltage and frequency as is reasonably practicable, but the Supplier shall not be liable to the Consumer for any loss due to interruption in the supply of power by reason of cutting off of or damage to any wires or works of the Supplier due to war, mutiny, riot, or strike or by reason of earthquake, hurricane, or tempest, or of any accident or causes not within the control of the Supplier, provided always that the Supplier shall give notice as early as possible of the probable duration of any interruption in supply due to any of the aforesaid causes and will use every practicable means to make the period of interruption as short as possible.

(ii) If at any time the Consumer is prevented from receiving and using the electrical energy to be supplied under this agreement either in whole or in part owing to any strikes, riots, insurrections, lawful command of a Civil or Military authority, fire, explosion, act of God or any other cause reasonably beyond control of the Consumer, the minimum charge or guarantee under this agreement shall be reduced in proportion to the ability of the Consumer to take supply without prejudice to the payment referred to under clause 17 and 18.

4. For the purpose of registering the electrical energy taken and the demand in kilowatts made by the Consumer under this agreement there shall be provided by the Supplier one suitable 66,000 volts metering equipment at the point of supply

3.

supply which shall be the property of and be kept in repair and calibrated by the Supplier. Meter rent shall be charged in accordance with the rules from time to time in force in the Department of Electricity of the Supplier.

5. The Consumer may at his own expense instal check meters at the metering point of the Supplier.

6. The meters belonging to the Supplier shall be kept properly sealed by the Supplier and the meters belonging to the Consumer shall be kept properly sealed by the Consumer. The meters shall not be interfered with by either party except after due intimation to the other party.

7. The readings of the said meters installed by the Supplier shall be taken by the accredited representatives of the Supplier at or as near noon as practicable on the last day of each calendar month and the readings so taken shall be binding and conclusive between the Supplier and the Consumer as to the amount of electrical energy supplied to the Consumer. The Consumer's representative may arrange to be present at the time of the readings. In the event of any meter being found defective and a check meter not having been installed the power consumed for the period during which the meter was defective shall be determined by taking the daily average consumption for the previous period of supply not exceeding three months. The meter or meters shall be deemed to be correct if as a result of test the meter or meters is or are found to vary within the limits prescribed by the Indian Electricity Rules 1937, or any statutory modification thereof for the time being in force.

8(i) Once in every year the meters shall be calibrated and standardised if considered necessary by the Supplier, in the presence of a representative of the Consumer.

(ii) Adjustment in bills will be made for error at average load and power-factor of the Consumer, when the meter is found

found to be incorrect during annual periodical tests, for a preceding period of three months unless there is evidence for adopting a different period. The meter or meters shall be deemed to be correct if as a result of test the meter or meters is or are found to vary within the limits prescribed by the Indian Electricity Rules 1937, or any statutory modification thereof for the time being in force.

9. Either party to this agreement may at any time and after notice to the other party have a special test carried out of any or all the meters belonging to the Supplier above mentioned at a place to be fixed by mutual agreement. The meter or meters so tested shall be deemed to be correct if as a result of such test the meter or meters is or are found to vary within the limits prescribed by the Indian Electricity Rules 1937, or any statutory modification thereof for the time being in force. If the mean error be found to be more than that prescribed by the said Indian Electricity Rules or any statutory modification thereof for the time being in force the Supplier will deduct from or add to the account of the preceding period of three months an amount equivalent to the error. The expenses of such test shall be borne by the Supplier in the event of the account requiring any adjustment as hereinbefore mentioned. If no adjustment of the account is necessary as a consequence of such special test the party at whose instance the test was conducted shall bear the costs of such tests.

10. The rates to be charged by the Supplier for the power supply at the point of supply under this agreement will be in accordance with the high tension tariff set out below:

Class and total monthly consumption in K.W.H.		Rate per K.W.H. Anna.	Rate per K.W. of maximum demand per month.
I. Up to	1,00,000	0.450	Up to 1,000 K.W. Rs 3/-
II. Exceeding	1,00,000 & up to 1,50,000	0.425	1,000 K.W. and over Rs 2/12/-
III. "	1,50,000 " 2,00,000	0.400	
IV. "	2,00,000 " 2,50,000	0.375	
V. "	2,50,000 " 3,00,000	0.350	
VI. "	3,00,000 " 4,00,000	0.325	
VII. "	4,00,000 " 10,00,000	0.300	PLUS

8.

The above tariff is subject to a maximum overall unit charge of 0.68 anna per unit without prejudice to the minimum monthly payment defined in Clause 12, provided the consumption is in excess of 1,20,000 units per month. If the consumption is below 1,20,000 units per month, the tariff is subject to a maximum overall unit charge of 0.75 anna per unit without prejudice to the minimum monthly payment defined in clause 12.

11. For the purpose of this agreement the maximum demand of supply to the Consumer for each month shall be the maximum demand at the point of supply during any consecutive thirty minutes in the month.

12.(1) Maximum demand charges for any month and at the point of supply shall be based on maximum kilowatt demand as determined in accordance with clause 11 for the previous calendar months commencing from January of each year and ending with the month in question. For the first calendar year of service the demand charge for any month will be based on the maximum kilowatt demands for the months commencing with the month of commencement of supply and ending with the month in question. The demand charge for the first month of operation will correspond to the maximum demand for that month.

(11) The demand payment will be a fixed monthly charge whether energy is consumed or not and shall constitute the minimum monthly payment.

13. The power-factor of the plant and apparatus owned by the Consumer at the point of supply shall not be less than 0.8. Should the power-factor be below 0.8 it is liable to a penalty of 8 annas (eight annas) per K.W. of monthly demand while if the power-factor drops below 0.7 it must be brought up by methods approved by the engineers of the Supplier, failing which the services may be discontinued. For purposes of this clause the power-factor shall be that determined during the half-hour of

%

of maximum demand on any working day in the month.

13.A. The Supplier reserves the right to discontinue supply of power for purposes of testing for a period not exceeding one hour once every month and also at any other time if it should appear necessary for the Supplier to test any portion of the plant in order to secure subsequent continuity of supply or for the purpose of connecting new machinery. These monthly stoppages may at the option of the supplier be extended, on due notice, to six hours once every six months. No reduction of the monthly charges shall be claimed by the Consumer on this account.

14. The Supplier and the Consumer agree that no tax shall be levied by either of them on the other in respect of the supply under this agreement. If any such tax is levied, the party so taxed shall be reimbursed by the other party.

15. The Supplier shall within fifteen days after the expiration of each calendar month deliver to the Consumer an account stating the number of units supplied to the Consumer by the Supplier in accordance with the readings of the said meters and the amount payable therefor as also the amount payable in respect of the maximum demand charge and other charges if any payable by the Consumer to the Supplier and the Consumer shall pay the same within thirty days from the delivery of such account. Provided that the Supplier shall be at liberty to charge interest at the rate of 7 per cent (seven per cent) per annum on the amounts of such bills as are not paid within the above-said period of 30 days in addition to and without prejudice to the other rights of the Supplier herein contained.

16. If any payment herein provided for or any part thereof shall be unpaid for the space of thirty days next after any of the days whereon the same ought to have been paid as aforesaid or if the Consumer shall not in all things perform and observe

observe the conditions herein contained and on the part of the Consumer to be observed and performed then and in such cases and in addition to any other right or power possessed by the Supplier, the Supplier shall be at liberty at any time thereafter notwithstanding that the Supplier may not have taken advantage of any previous breach or default or even of a like nature at its choice to suspend all further supply of electrical energy under this agreement or to discontinue the supply once for all. such suspension of the supply of electrical energy shall not relieve the Consumer of his liability to pay the minimum charge and the guaranteed revenue provided for herein nor shall such discontinuance affect any right, claim, demand or power which may have accrued to the Supplier.

17. In consideration of the Supplier constructing the 66,000 volts transmission line from the Supplier's present terminal at Davangere to the point of supply and installation of equipment at Embravati to effect the said supply and supplying electrical energy to the Consumer, the Consumer guarantees to the Supplier that the revenue arising from the bills for the sale of power to the Consumer during the period of this agreement shall not be less than the actual capital investment incurred by the Supplier to effect the bulk supply to the Consumer under this agreement. The actual capital investment aforesaid is expected to be about Rs 13 lakhs (thirteen lakhs). Should the revenue during the period of this agreement be less than the actual capital investment incurred by the Supplier the Consumer shall be required to pay to the Supplier at the end of the period of this agreement and along with the payment of the last bill for consumption of energy supplied to the Consumer during the period of this agreement, the difference in total revenue received during the period of this agreement and the guaranteed amount of actual capital investment incurred by the Supplier.

18. The Supplier shall give notice to the Consumer as soon

as soon as the Supplier is ready to give supply under this agreement and the Consumer shall give notice to the Supplier as soon as the Consumer is ready to take supply. If supply of electrical energy under this agreement is not commenced by the first day of January one thousand nine hundred and forty nine owing to the Supplier being unprepared to give supply or the Consumer being unprepared to receive such supply, the party who is unprepared shall pay to the other of them a penalty at the rate of Rs 10,000 (ten thousand) a month from the first day of January one thousand nine hundred and forty nine until actual commencement of supply under this agreement.

19. (i) This agreement shall subject as hereinbefore provided be and remain in force for a period of eight years from the date of commencement of supply of electrical energy under this agreement. The Consumer shall, however, be at liberty to determine this agreement and stop taking supply thereunder at any time after five years from the date of commencement of supply provided the total revenue arising from the bills for the sale of power to the Consumer from the date of commencement of supply is equivalent to the actual capital investment incurred by the Supplier to effect the bulk supply to the Consumer under this agreement.

(ii) At the request of the Consumer this agreement may be extended beyond the period of eight years for a further period on terms and conditions to be mutually agreed upon by the Supplier and the Consumer.

20. (i) The Jog Hydro-electric system of the Supplier and the Thungabhadra Hydro-Electric System of the Consumer may be operated in parallel provided that should such parallel operation affect prejudicially the operation of either of the systems then the two systems may be separated at a sub-station to be mutually agreed upon between the Supplier and the Consumer.

(ii) The Supplier and the Consumer agree to retain permanently after the expiration of this agreement the line of the Supplier from Davangere to Ujjini and that of the Consumer from Ujjini to the Tungbhadra Hydro-Electric system of the Consumer respectively. Each party shall maintain at its or his own expense the portion of the tie line lying within its or his territory.

(iii) The interchange of power between the Jog Hydro-Electric system of the Supplier and the Tungbhadra Hydro-Electric System of the Consumer shall be on terms and conditions to be mutually agreed upon therefor by the Supplier and the Consumer at a later date.

21. Any dispute or difference arising between the Supplier and the Consumer or their respective electrical engineers as to the supply of electrical energy or the pressure thereof or as to the rates of supply or as to the interpretation of this agreement or the right of the Supplier or the Consumer to determine the same or any other question, matter or thing arising hereunder, shall be referred to a single arbitrator to be mutually agreed upon by both the parties and the arbitrator's decision thereon shall be final and binding on both parties.

IN WITNESS WHEREOF the Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department, for the time being Mr. R. RAMAKRISHNA for and on behalf of the Government of His Highness the Maharaja of Mysore and G. Sundaram Chief Engineer for Electricity to the Government of Madras for and on behalf of and by the order and direction of His Excellency the Governor of Madras have hereunto set their hands.

Signed by the above named
in the presence of:-

1. Sd. K. N. Chennabasappa
Assistant Secretary to
Government, Electrical
Department.

Sd. R. Ramakrishna
Secretary to the Government
of His Highness the Maharaja
of Mysore, Electrical Department.

2. Sd. V. Doraiswamy,
Clerk, Electrical Branch,
General & Revenue Secretariat.

Signed by the above named
in the presence of:-

1. Sd. ✓

General Superintendent
Operating systems.

2. Sd. N. Venkataraman
Personal Assistant to the
Chief Engineer (electricity)

Sd. G. Sundaran,
Chief Engineer for Electricity
to the Government of Madras.

Approved and confirmed by the
Governor-General.

Sd.

Seal of the Government
of India Ministry of States. to the Government of India,
Secretary,
Ministry of States.

A.F.13th

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22.3.22